

CITY OF OWOSSO
SPECIAL MEETING OF THE CITY COUNCIL
MONDAY, FEBRUARY 10, 2014
7:00 P.M.

Meeting to be held at City Hall
301 West Main Street

AGENDA

PLEDGE OF ALLEGIANCE:
ROLL CALL:

ADDRESSING THE CITY COUNCIL

1. Your comments shall be made during times set aside for that purpose.
2. Stand or raise a hand to indicate that you wish to speak.
3. When recognized, give your name and address and direct your comments and/or questions to any City official in attendance.
4. Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to four (4) minutes duration during the first occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during the last occasion provided for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

CITIZEN COMMENTS AND QUESTIONS

PRESENTATION & DISCUSSION

1. Housing Program Presentation. A presentation of the status of the City's Housing Program by Housing Coordinator Sarah Warren-Riley.
2. Housing Program Discussion. Discussion of the City's Housing Program.

NEXT MEETING

Tuesday, February 18, 2014

BOARDS AND COMMISSIONS OPENINGS

None.

ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing or calling the following: Amy K. Kirkland, City Clerk, 301 West Main Street, Owosso, MI 48867 or at (989) 725-0500. The City of Owosso Website address is www.ci.owosso.mi.us.

16. GFCI required locations-ground fault circuit interrupters (GFCI) properly functioning and have been installed where outlets have been replaced in bathrooms, on kitchen counters, on the exterior and in garages.

17. Address-numbers at least four inches tall attached to building in contrasting colors and visible from the street.

18. Flammable liquids-not stored, or properly stored in structures.

19. Garbage facilities-approved leakproof, covered outside garbage containers.

20. Light in common hallways and exterior stairways-common hallways and exterior stairways shall have lighting.

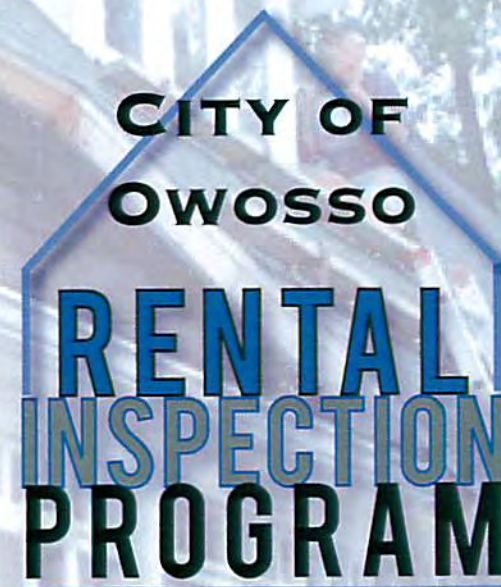
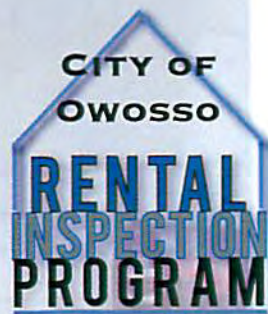
21. Downspouts and drainage-disconnected from sanitary sewer and drainage six-eight feet from foundation.

* This is not a complete list of all items covered in the code, but these are the most common problem areas. Other life safety violations will be addressed as necessary.



What happens if the inspector(s) misses the inspection? Although it is important to make every scheduled appointment, there may be times where it is not possible to make it due to emergencies. If an emergency call comes in and the fire department is not able to make the scheduled appointment, attempts will be made by phone to contact the landlord/representative to reschedule the inspection at the earliest possible time. If no inspector shows up within a reasonable amount of time to your scheduled inspection and you have not been contacted, please call (989) 725-0580 (Mon.-Fri, 9 a.m. to 5 p.m.) to reschedule the inspection.

Why is the fire truck brought out on rental inspections? The Owosso Firefighters are first responders for all fire and medical emergencies in the City of Owosso. If an emergency call is dispatched during the inspection, the firefighters will leave the inspection and respond to the emergency in the fire truck.



Why do I need to have an inspection?

In 1990, Owosso adopted the International Property Maintenance Code establishing minimum safety, health and property standards. The International Property Maintenance Code can be viewed in it's entirety at <http://ci.owosso.mi.us>.

By doing inspections the city hopes to:

1. promote the safety, health and welfare of its residents,
2. reduce neighborhood deterioration,
3. protect diverse housing selection, and
4. improve the city's appearance to capture the essence of a charming small-town community.

What do I need to do?

1. Schedule an inspection by calling (989) 725-0550.
2. You or your designated representative (over 18 years of age) and the tenant must be present at the inspection.
3. At the completion of your inspection, the responsible party will receive written notification of the results in the mail.

FREQUENTLY-ASKED QUESTIONS

What ordinance allows a code official to conduct an inspection?

The International Property Maintenance Code section 104.3: To safeguard the safety, health and welfare of the public, the code official is authorized to enter any structure or premises at any reasonable time to make inspections and perform duties under this code.

What is the cost to me?

There is no cost associated with the rental inspection.

Does the rental inspection replace the need for a certified home inspection?

No, this inspection is for city ordinance compliance only; it requires properties to meet the standards of the *International Property Maintenance Code*. This inspection is not an in-depth inspection of electrical, mechanical, plumbing and/or structural aspects.

What if my property does not pass inspection?

You will be provided a written report of violations and given a reasonable time to make necessary repairs. However, if conditions are such that occupancy is unsafe, the city will declare the property uninhabitable.

What are the consequences for not adhering to this ordinance?

It is not the city's intention to penalize property owners for the state of their property. The first priority is to work with the property owner to correct any issues. However, failure to respond and correct problems may result in legal action, including prosecution, fines and fees.

What will be inspected?

The inspector will inspect the following:

1. **Premises**-no abandoned or inoperable vehicles, overgrown vegetation, infestation of insects or vermin, discarded household items, trash, debris or any graffiti.
2. **Exterior walls**-in good condition, no peeling paint, holes, missing sections or deterioration; basement must be secure and dry.
3. **Stairway/landing/treads/risers/guardrails/handrails**-in good condition, well secured, not loose or deteriorated.
4. **Roofs**-in good condition without leaks.
5. **Electrical panel**-multi-unit panels are identified, all breakers/fuses are labeled, and there are no exposed wires.

6. **Entry doors**-all doors and door jambs have strike plates that are secured, not loose; entry doors have a standard dead bolt with thumb latch at interior and are weather sealed.

7. **Window and window locks**-windows can be opened and closed easily and have no missing or broken glass.

8. **Heaters/furnace**-are permanently installed and properly functioning; other appliances installed according to manufacturer's guidelines.

9. **Kitchen/bathroom**-each unit has a bathroom that contains its own bathtub or shower, lavatory, toilet, and kitchen sink which are maintained in sanitary, safe working conditions.

10. **Floor covering**-coverings do not create tripping hazards or unsanitary conditions.

11. **Plumbing fixtures/piping**-properly installed with traps and in good condition without leaks or clogs; no missing handles or spouts. Anti-siphoning devices installed on faucets with hose fittings.

12. **Water heaters**-water heaters are installed in an approved location, and have an operable temperature relief valve and fastened venting. New water heaters are installed under proper permits.

13. **Bathroom ventilation**-bathrooms have an operable window or exhaust fan.

14. **Smoke detectors required**-smoke detectors shall be installed in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedrooms and on each additional story of the dwelling, including basements and cellars.

15. **Electrical**-general outlets, lights, switches and cover plates are installed properly and in good condition; no exposed wiring. No or few extension cords or electric heaters in the unit.

Owosso, Michigan, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 8 - BUILDINGS AND BUILDING REGULATIONS >> ARTICLE VII. RENTAL DWELLING REGISTRATION >>

ARTICLE VII. RENTAL DWELLING REGISTRATION ⁽⁵⁾

Sec. 8-151. Definitions.

Sec. 8-152. Purpose of standards.

Sec. 8-153. Applicability; exclusions.

Sec. 8-154. Registration.

Sec. 8-155. Applicable standards.

Sec. 8-156. Noncompliance with code.

Sec. 8-157. Fees.

Sec. 8-158. Violations.

Sec. 8-159. Reserved.

Sec. 8-151. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building inspector means the official who is charged with the administration and enforcement of this Code, or any duly authorized representative by the city manager.

Occupant includes all tenants, lessees and persons residing within a rental dwelling or rental unit.

Owner means any person, firm, corporation or other legal entity having a legal or equitable interest in the premises.

Owner's representative means a person or representative of a corporation, partnership, firm, joint venture, trust, association, organization or other entity designated by the owner of the premises as responsible for operating such property in compliance with all the provisions of the city's ordinances.

Rental dwelling unit means any single structure, building or other facility promised and/or leased to a residential tenant for use as a home, residence or sleeping unit. Such term includes, but is not limited to, one-family or two-family dwellings, multiple dwellings and apartment units.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-152. Purpose of standards.

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe residential rental structures in the city as an important factor for the general health, safety and welfare of all of its citizens. This article is designed to promote the continued maintenance of quality and safe rental properties and to enhance and maintain property values.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-153. Applicability; exclusions.

- (a) This article shall apply to any rental dwelling unit, or part thereof, which is occupied by persons pursuant to any oral or written rental or lease agreement or other valuable compensation. Such dwelling shall include, but not be limited to, single-family dwellings, multiple-family dwellings, rooming houses and boardinghouses. No person shall lease or rent a rental dwelling unit unless they have registered their property.
- (b) This article does not apply to jails, hospitals, nursing homes, convalescent homes, foster homes or temporary group shelters provided by legal nonprofit agencies which are inspected, certified and/or licensed by the state.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-154. Registration.

- (a) *Compliance required.* All rental dwelling unit owners are required to bi-annually register their rental dwelling units pursuant to this article and shall comply with the following:
 - (1) All existing rental dwelling units property shall be registered within one hundred eighty (180) days of the effective date of the ordinance.
 - (2) All newly constructed rental dwelling units shall be registered prior to any use or occupancy as a rental dwelling unit and every year thereafter.
 - (3) A new owner shall register a rental dwelling unit, which is sold, transferred or conveyed, within thirty (30) days of the date of the closing of such sale. Any existing registration shall be transferred to the new owner and shall be valid until its expiration or revocation for noncompliance with city codes and ordinances.
 - (4) All existing nonrental dwelling units, which are converted to rental dwelling units, shall be registered prior to the date on which the property is first occupied for rental purposes and bi-annually thereafter. Failure to comply will result in penalties as described in this article or by resolution.
- (b) *Applications.*
 - (1) Applications for registration shall be made in such form and in accordance with such instructions as may be provided by the building inspector designated by the city manager and shall include at least the following information:
 - a. The name, address and telephone number of the owner (no post office box shall be accepted).
 - b. The name, address and telephone number of the owner's representative, if the rental property owner has opted to appoint a representative.
 - (2) Upon registration, the owner shall be responsible for notifying the building inspector of any change of address of either the owner or owner's representative.
- (c) *Fee.* At the time of registration of the dwelling unit, there will be a prescribed fee, as adopted by resolution. Any unpaid registration fees shall become a lien on the property immediately and collected as an assessment pursuant to city ordinance. An owner shall not have a property as a rental dwelling unless it has registered with the city.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-155. Applicable standards.

The standards used to determine rental property and dwelling unit compliance with city codes and ordinances shall be the International Property Maintenance Code, as adopted and amended by the city council.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-156. Noncompliance with code.

- (a) The building inspector may enter rental dwelling units under any of the following circumstances:
 - (1) After the registration of the rental dwelling unit which shows the possibility of not complying with local or state law.
 - (2) Upon receipt of a written complaint from an owner, owner's representative or occupant that the premises is in violation of this article.
 - (3) Upon receipt of a report or referral from the police department, fire department, public or private school, or another public agency, or a failure to comply with this article.
 - (4) Upon evidence of an existing ordinance violation observed by the building inspector.
 - (5) At the request of the owner to determine compliance with the International Property Maintenance Code.
 - (6) If the proposed rental dwelling unit is being converted from a single-family home, the building inspector shall evaluate the property for public safety violations before first occupied for rental purposes.
- (b) The building inspector may make an appointment with the owner or owner's representative of the rental dwelling unit. The owner or owner's representative must give the building inspector at least twenty-four (24) hours' notice when changing the scheduled appointment with an alternative date and time. The building inspector shall issue a written report noting any violations of this article or any other provision of the city's ordinances and shall provide a copy of the report to the owner or owner's representative. The building inspector shall direct the owner or owner's representative to correct violations within the time set forth in the report. A reasonable time for correcting violations shall be determined by the building inspector in light of the nature of the violations and all relevant circumstances, which shall not exceed sixty (60) days, unless correction of the violation within a 60-day period is impossible due to seasonal considerations. Upon request of the person responsible for correcting violations, the building inspector may extend the time for correcting violations, but not to exceed an additional thirty (30) days.
- (c) The building inspector may charge a nominal fee that equals the actual administrative cost to enter premises as established by resolution. If the building inspector determines that a complaint was filed without a factual basis and with malice, a fee may be charged to the complainant.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-157. Fees.

Fees for registration of rental units and penalties shall be established by resolution. The fee schedule shall be available to the public from the city clerk. Any unpaid inspection fees shall become a lien on the property and collected as provided by law.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-158. Violations.

- (a) If the owner or owner's representative does not correct a violation of any provision of this article, the building inspector may bring an action to seek the enforcement of this article by an appropriate legal remedy. Any structure not in compliance with this article is deemed a nuisance.
- (b) Any owner or owner's representative of a rental dwelling unit who violates any section of this article for the first offense shall be responsible for a municipal civil infraction as provided for in [section 1-8](#) of this Code with the fines as stated in subsection (c) below.
- (c) The fines for municipal civil infractions for violating this article shall be: Two hundred dollars (\$200.00) per occurrence for the first offense; four hundred dollars (\$400.00) for a second offense if it occurs within two (2) years of the prior offense even if it occurs at the same time as the prior offense. Each day that a violation continues shall be a separate offense.
- (d) The building inspector, building official, code enforcement officer and any other person designated by the city manager are hereby designated as the authorized individuals to issue municipal civil infraction citations for violations of this article.
- (e) In addition to any penalties imposed by law, a finding of responsibility by the court for a violation of this article, the city shall be entitled to immediately revoke any existing certificate of compliance and shall entitle the city to seek the issuance of a court order compelling the eviction of all persons and property upon the premises until a certificate of compliance is issued by the city.
- (f) An owner or owner's representative may be charged with more than one (1) violation of the provisions of this article in a single complaint or municipal civil infraction, provided that each violation so charged relates to the same property.

(Ord. No. 704, § 1, 3-16-09)

Sec. 8-159. Reserved.

FOOTNOTE(S):

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Editor's note— Ord. No. 704, § 1, adopted March 16, 2009, amended article VII in its entirety to read as herein set out. Former article VII, §§ 8-151—8-154, pertained to similar subject matter. ([Back](#))

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INTERNATIONAL PROPERTY MAINTENANCE CODE®



2006

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PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*®, in this 2009 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2009 edition is fully compatible with all *International Codes*® (I-Codes®) published by the International Code Council (ICC)®, including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Mechanical Code*®, *ICC Performance Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Wildland-Urban Interface Code*™ and *International Zoning Code*®.

The *International Property Maintenance Code* provisions provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2009 edition presents the code as originally issued, with changes reflected through the previous 2006 editions and further changes developed through the ICC Code Development Process through 2008. A new edition of the code is promulgated every three years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The *International Property Maintenance Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings established in the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page vii addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, ICC, its membership and those participating in the development of this code do not accept any liability resulting from compliance or non-compliance with the provisions because ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Letter Designations in Front of Section Numbers

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the ICC Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Code Development Hearings.

The content of sections in this code that begin with a letter designation are maintained by another code development committee in accordance with the following:

[F] = International Fire Code Development Committee;

[P] = International Plumbing Code Development Committee; and

[B] = International Building Code Development Committee.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicating a technical change from the requirements of the previous edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term. The terms selected have definitions which the user should read carefully to facilitate better understanding of the code.

Effective Use of the International Property Maintenance Code

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Arrangement and Format of the 2009 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

Chapter 1 Administration. This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

Chapter 2 Definitions. All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics wherever it appears in the code. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code is provided.

Chapter 3 General Requirements. Chapter 3, “General Requirements,” is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building’s structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter’s provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these

barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations. The purpose of Chapter 4 is to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifies occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements. Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements. The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water-heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

Chapter 7 Fire Safety Requirements. The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

Chapter 8 Referenced Standards. The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

ORDINANCE

The *International Codes* are designed and promulgated to be adopted by reference by ordinance. Jurisdictions wishing to adopt the 2009 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting ordinance at the time adoption is being considered by the appropriate governmental body. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

SAMPLE ORDINANCE FOR ADOPTION OF THE *INTERNATIONAL PROPERTY MAINTENANCE CODE* ORDINANCE NO. _____

An ordinance of the [JURISDICTION] adopting the 2009 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing Ordinance No. _____ of the [JURISDICTION] and all other ordinances and parts of the ordinances in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code*, 2009 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

Section 3. That Ordinance No. _____ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE ORDINANCE OR ORDINANCES IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

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CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* designated agent shall be

responsible for the maintenance of buildings, structures and *premises*.

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Fuel Gas Code*, *International Mechanical Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

102.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's installation instructions.

102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

102.9 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

103.4 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as

deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

104.4 Identification. The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

104.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105 APPROVAL

105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for

alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved agency*.

105.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

105.4 Used material and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

105.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved sources*.

SECTION 106 VIOLATIONS

106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

106.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 107.

106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, cor-

rect or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107 NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

107.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

107.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and

fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is

likely to partially or completely collapse, or to become *detached* or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to

post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

108.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

108.3 Notice. Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

109.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

109.4 Emergency repairs. For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

110.1 General. The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occu-

pancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

110.2 Notices and orders. All notices and orders shall comply with Section 107.

110.3 Failure to comply. If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

110.4 Salvage materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

111.1 Application for appeal. Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 Membership of board. The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

111.2.1 Alternate members. The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate mem-

bers shall possess the qualifications required for board membership.

111.2.2 Chairman. The board shall annually select one of its members to serve as chairman.

111.2.3 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

111.2.4 Secretary. The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

111.2.5 Compensation of members. Compensation of members shall be determined by law.

111.3 Notice of meeting. The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

111.4 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

111.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

111.5 Postponed hearing. When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

111.6 Board decision. The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

111.6.1 Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

111.6.2 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

111.8 Stays of enforcement. Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112 STOP WORK ORDER

112.1 Authority. Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to

the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

112.2 Issuance. A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

112.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Zoning Code*, *International Plumbing Code*, *International Mechanical Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. *Approved by the code official.*

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including

permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY OR LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a

recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or structure.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the

defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

301.3 Vacant structures and land. All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;

10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be

kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of not less than 16 mesh per inch (16

mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to *dwelling units* and *sleeping units* shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *Inter-*

national Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration*;
 - 2.2. *Ultimate deformation*;
 - 2.3. Fractures;
 - 2.4. Fissures;
 - 2.5. Spalling;
 - 2.6. Exposed reinforcement; or
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration*;
 - 3.2. Corrosion;
 - 3.3. Elastic deformation;
 - 3.4. *Ultimate deformation*;
 - 3.5. Stress or strain cracks;
 - 3.6. Joint fatigue; or
 - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration*;
 - 4.2. *Ultimate deformation*;
 - 4.3. Fractures in masonry or mortar joints;
 - 4.4. Fissures in masonry or mortar joints;
 - 4.5. Spalling;
 - 4.6. Exposed reinforcement; or
 - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration*;
 - 5.2. Elastic deformation;
 - 5.3. *Ultimate deformation*;
 - 5.4. Metal fatigue; or
 - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. *Ultimate deformation*;
 - 6.2. *Deterioration*;
 - 6.3. Damage from insects, rodents and other vermin;
 - 6.4. Fire damage beyond charring;
 - 6.5. Significant splits and checks;
 - 6.6. Horizontal shear cracks;
 - 6.7. Vertical shear cracks;
 - 6.8. Inadequate support;
 - 6.9. *Detached*, dislodged or failing connections; or
 - 6.10. Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than

30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309 PEST ELIMINATION

309.1 Infestation. All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for

extermination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for extermination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for extermination.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m²) and every *bedroom* shall contain at least 70 square feet (6.5 m²).

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. The number of persons occupying a *dwelling unit* shall not create conditions that, in the opinion of the *code official*, endanger the life, health, safety or welfare of the *occupants*.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than two *occupants* shall have a clear floor area of not less than 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a clear floor area of not less than 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

[P] SECTION 502 REQUIRED FACILITIES

502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

[P] SECTION 503 TOILET ROOMS

503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

[P] SECTION 504 PLUMBING SYSTEMS AND FIXTURES

504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumb-

ing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

[P] SECTION 506 SANITARY DRAINAGE SYSTEM

506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors. Where it has been determined that a grease interceptor is not being maintained and serviced as intended by this code and the manufacturer's instructions, an *approved* interceptor monitoring system shall be provided or a maintenance program shall be established with documentation submitted to the *code official*.

[P] SECTION 507 STORM DRAINAGE

507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from

[DATE] to [DATE] to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional

facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated 600 volts or less;
2. Busway, rated 600 volts or less;
3. Panelboards, rated 600 volts or less;
4. Switchboards, rated 600 volts or less;
5. Fire pump controllers, rated 600 volts or less;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;

18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

**SECTION 607
DUCT SYSTEMS**

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.



CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

[F] SECTION 702 MEANS OF EGRESS

702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

[F] SECTION 703 FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

[F] SECTION 704 FIRE PROTECTION SYSTEMS

704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*.

704.3 Power source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for building wiring without the removal of interior finishes.

704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible

in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for interconnection without the removal of interior finishes.

CHAPTER 8

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME		American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990
Standard reference number	Title	Referenced in code section number
A17.1/CSA B44—2007	Safety Code for Elevators and Escalators	.606.1

ASTM		ASTM International 100 Barr Harbor Drive West Conshohocken, PA 19428-2959
Standard reference number	Title	Referenced in code section number
F1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	.303.2

ICC		International Code Council 500 New Jersey Avenue, NW 6th Floor Washington, DC 20001
Standard reference number	Title	Referenced in code section number
IBC—09	International Building Code®	102.3, 201.3, 401.3, 702.3
IFC—09	International Fire Code®	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IEBC—09	International Existing Building Code®	.305.1.1, 306.1.1
IFGC—09	International Fuel Gas Code®	.102.3
IMC—09	International Mechanical Code®	.102.3, 201.3
IPC—09	International Plumbing Code®	.201.3, 505.1, 602.2, 602.3
IZC—09	International Zoning Code®	.102.3, 201.3

NFPA		National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269
Standard reference number	Title	Referenced in code section number
25—08	Inspection, Testing and Maintenance of Water-based Fire Protection Systems	.704.1.1
70—08	National Electrical Code	.102.4, 201.3, 604.2

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

A101 GENERAL

A101.1 General. All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at not more than 24 inches (610 mm) on center. Blocking shall also be secured at not more than 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

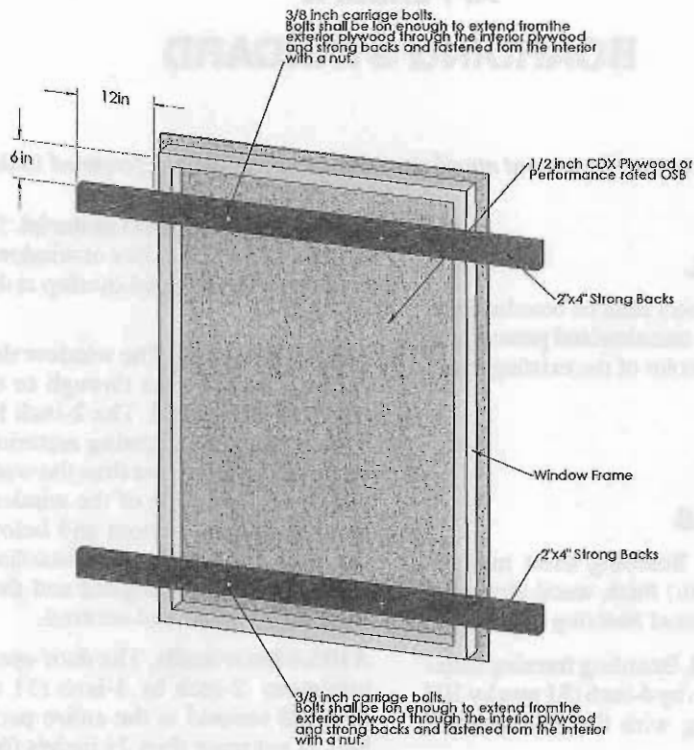


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW

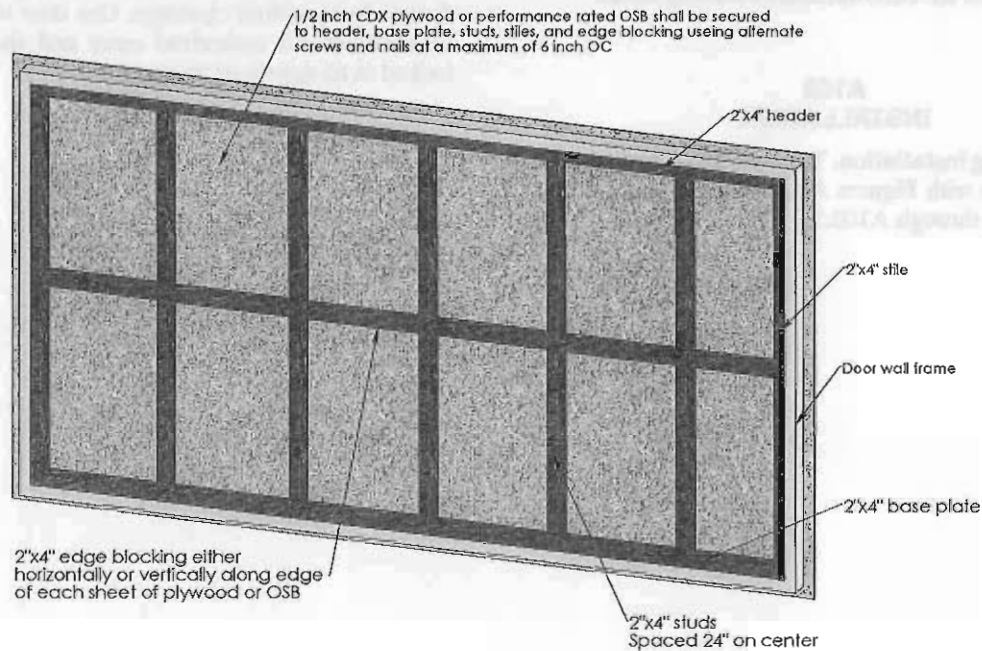


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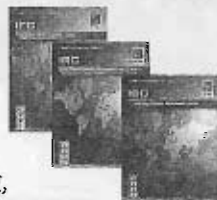
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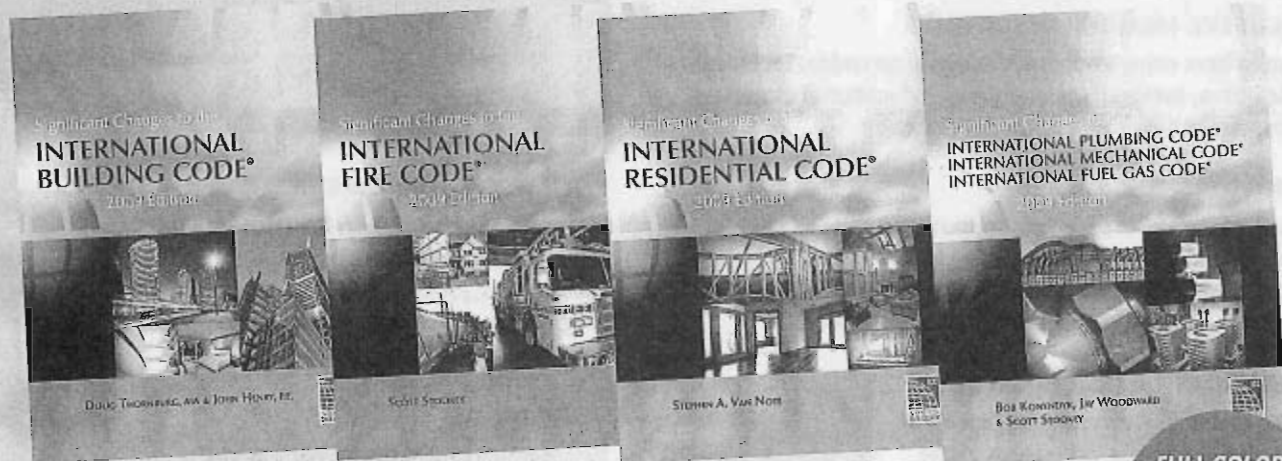
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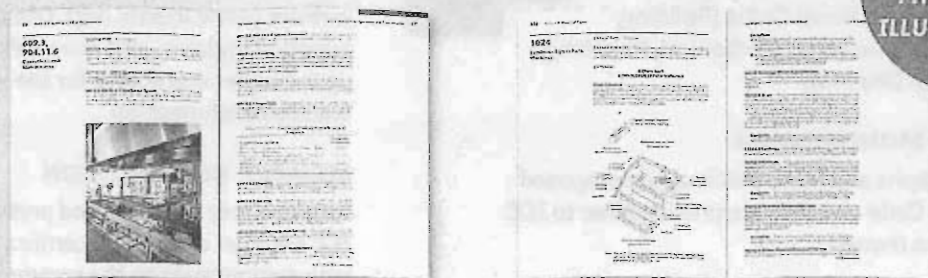
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DIVISION: 07—THERMAL AND MOISTURE PROTECTION
Section: 07410—Metal Roof and Wall Panels

REPORT HOLDER:

ACME CUSTOM-BILT PANELS
5230 FLOWER STREET
CHICO, MONTANA 43820
(808) 664-1612
www.custombiltpanels.com

EVALUATION SUBJECT:

CUSTOM-BILT STANDING SEAM METAL ROOF PANELS: CB-150

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2006 International Building Code® (IBC)
- 2006 International Residential Code® (IRC)

Properties evaluated:

- Weather resistance
- Fire classification
- Wind uplift resistance

2.0 USES

Custom-Bilt Standing Seam Metal Roof Panels are steel panels complying with IBC Section 1507.4 and IRC Section R905.10. The panels are recognized for use as Class A roof coverings when installed in accordance with this report.

3.0 DESCRIPTION

3.1 Roofing Panels:

Custom-Bilt standing seam roof panels are fabricated in steel and are available in the CB-150 and SL-1750 profiles. The panels are roll-formed at the jobsite to provide the standing seams between panels. See Figures 1 and 3 for panel profiles. The standing seam roof panels are roll-formed from minimum No. 24 gage (0.024 inch thick (0.61 mm)) cold-formed sheet steel. The steel conforms to ASTM A 792, with an aluminum-zinc alloy coating designation of AZ50.

3.2 Decking:

Solid or closely fitted decking must be minimum 1/2-inch-thick (11.9 mm) wood structural panel or lumber sheathing, complying with IBC Section 2304.7.2 or IRC Section R803, as applicable.

4.0 INSTALLATION

4.1 General:

Installation of the Custom-Bilt Standing Seam Roof Panels must be in accordance with this report, Section 1507.4 of the IBC or Section R905.10 of the IRC, and the manufacturer's

published installation instructions. The manufacturer's installation instructions must be available at the jobsite at all times during installation. The roof panels must be installed on solid or closely fitted decking, as specified in Section 3.2. Accessories such as gutters, drip angles, fascias, ridge caps, window or gable trim, valley and hip flashings, etc., are fabricated to suit each job condition. Details must be submitted to the code official for each installation.

4.2 Roof Panel Installation:

4.2.1 CB-150: The CB-150 roof panels are installed on roof sheathing a minimum slope of 2:12 (17 percent). The roof panels are installed over the optional underlayment and secured to the sheathing with the panel clip. The clips are located at each panel rib side lap spaced 6 inches (152 mm) from all ends and at a maximum of 4 feet (1.22 m) on center along the length of the rib, and fastened with a minimum of two No. 10 by 1-inch pan head corrosion-resistant screws. The panel ribs are mechanically seamed twice, each pass at 90 degrees, resulting in a double-locking fold.

4.3 Fire Classification:

The steel panels are considered Class A roof coverings in accordance with the exception to IBC Section 1505.2 and IRC Section R902.1.

4.4 Wind Uplift Resistance:

The systems described in Section 3.0 and installed in accordance with Sections 4.1 and 4.2 have an allowable wind uplift resistance of 45 pounds per square foot (2.15 kPa).

5.0 CONDITIONS OF USE

The standing seam metal roof panels described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

5.1 Installation must comply with this report, the applicable code, and the manufacturer's published installation instructions. If there is a conflict between this report and the manufacturer's published installation instructions, this report governs.

5.2 The required design wind loads must be determined for each project. Wind uplift pressure on any roof area must not exceed 45 pounds per square foot (2.15 kPa).

6.0 EVIDENCE SUBMITTED

Data in accordance with the ICC-ES Acceptance Criteria for Metal Roof Coverings (AC108), dated October 2007.

7.0 IDENTIFICATION

Each standing seam metal roof panel is identified with a label bearing the product name, the material type and gage, the Acme Custom-Bilt Panels name and address, and the evaluation report number (ESR-4802).



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Building and Plumbing
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Thomas, Edward Arthur Jr.	000977	12/7/2010	201008928	12/22/2010	\$50.00	Stanhope	Fail to Register		1/12/2011			
Fisher, Frank Theodore	001214	12/13/2010	201009081		\$50.00	Olsey	Failure to allow		1/6/2011			
Blanchett, Terry Edward	00764	2/5/2011	2011000764	2/18/2011	\$50.00	Ray	Failure to set date of rental inspection		2/21/2011			
Nemitz, Jennifer Susanne	000766	2/5/2011	201100711	2/18/2011	\$50.00	Ray	Failure to set date of rental inspection		Voided Per M. Compeau Life Safety Issues Comp			
Kitts, Patrick Albert	000765	2/5/2011	201100710	2/18/2011	\$50.00	Ray	Failure to set date of rental inspection		Voided Per M. Compeau			
Lavrrivey, Roberta Esteban	000767	2/5/2011	201100713	2/18/2011	\$50.00	Ray	Failure to set date of rental inspection		2/21/2011			
Nolen, Dennis Wayne	00768	2/5/2011	201100715	2/18/2011	\$50.00	Ray	Failure to set date of rental inspection		Voided Per M. Compeau			
Moorehead, Thomas Edward	000770	2/23/2011	201101094	3/7/2011	\$50.00	Ray	Failure to set date of rental inspection		3/16/2011			
Fisher, Franklin Theodore	000771	2/23/2011	201101101	3/7/2011	\$250.00	Ray	Failure to set date of rental inspection		Other citations issued			
DRHP, LLC	000978	4/20/2011	201102349	5/4/2011	\$50.00	Schmitz	Failure to set date of rental inspection		6/2/2011	Cindy Kriesel: Hold ticket per email M. Compeau		
Shook, Julie Ann	000772	5/17/2011	201103034	5/28/2011	\$50.00	Ray	Failure to set date of rental inspection					
Brendahl, Cheryl Lynn	000775	7/20/2011	201104980	8/1/2011	\$50.00	Ray	Failure to set date of rental inspection	6/28/2011		Cindy Kriesel: Ticket suspended per Sgt. Ray		
Brendahl, Cheryl Lynn	000951	8/1/2011	201104980	8/12/2011	\$250.00	Ray	Failure to set date of rental inspection	8/11/2011				
Brendahl, Cheryl Lynn	000952	8/12/2011	201104980	8/23/2011	\$500.00	Ray	Failure to set date of rental inspection					
Kohnke, Frederick Thomas	001177	10/27/2011	201107731	11/7/2011	\$50.00	Boudreau	Failure to set date of rental inspection		11/9/2011			
D.J. Miller Investments LLC	001401	10/29/2011	201107776	11/11/2011	\$50.00	Olsey	Failure to set date of rental inspection		11/21/2011			
Wiegel, Tom L	001403	10/29/2011	201107774	11/11/2011	\$50.00	Olsey	Failure to set date of rental inspection	Ticket Voided Per M. Compeau				
Sanford, Ronald G.	001402	10/29/2011	201107775	11/11/2011	\$50.00	Olsey	Failure to set date of rental inspection		11/21/2011			
Settingington, Wayne Douglas	001180	11/20/2011	201108254	11/30/2011	\$50.00	Boudreau	Failure to set date of rental inspection		Dismissed Per M. Compeau			
Edward, Arthur Thomas	2328	4/26/2012	201202418	5/16/2012	\$50.00	Wheeler	Rental Non Compliance		5/8/2012			
Lamphere, Carl Albert	2280	5/9/2012	201202784	5/24/2012	\$200.00	Graham	Did Not Register Rental Property		Dismissed			
Lamphere, Carl Albert	2279	5/9/2012	201202784	5/24/2012	\$200.00	Graham	Did Not Register Rental Property		Dismissed			
Lamphere, Carl Albert	2278	5/9/2012	201202784	5/24/2012	\$200.00	Graham	Did Not Register Rental Property		Dismissed			
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Dvorak, Michael James	2502	5/9/2012	201202786	5/24/2012	\$200.00	Cecil	Did Not Register Rental Property		Dismissed			
Batteen, Reynold Adair Jr.	2338	5/9/2012	201202770	5/24/2012	\$200.00	Wheeler	Did Not Register Rental Property		Dismissed			
Batteen, Reynold Adair Jr.	2337	5/9/2012	201202770	5/24/2012	\$200.00	Wheeler	Did Not Register Rental Property		Dismissed			
Batteen, Reynold Adair	2332	5/9/2012	201202768	5/24/2012	\$200.00	Wheeler	Did Not Register Rental Property		Dismissed			
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Batteen, Reynold Adair	2335	5/9/2012	201202768	5/24/2012	\$200.00	Wheeler	Did Not Register Rental Property		Dismissed		
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Beattie, Mark Lester	2828	5/9/2012	201202763	5/25/2012	\$200.00	McCloskey	Did Not Register Rental Property		Dismissed		
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Brooks, Marshall Louis	2381	5/13/2012	201202884	5/25/2012	\$200.00	Cherry	Did Not Register Rental Property	5/25/2012			
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Servantes, Ruben	2505	5/24/2012	201202906	5/27/2012	\$200.00	Fray	Did Not Register Rental Property		Dismissed		
Servantes, Ruben	2506	5/24/2012	201202906	5/27/2012	\$200.00	Fray	Did Not Register Rental Property		Dismissed		
Mills, Kurt Allan	2955	5/12/2012	201202872	5/26/2012	\$200.00	Reed	Did Not Register Rental Property		5/30/2012		
Mills, Kurt Allan	2956	5/12/2012	201202872	5/26/2012	\$200.00	Reed	Did Not Register Rental Property		5/30/2012		
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Mills, Kurt Allan	2952	5/12/2012	201202872	5/26/2012	\$200.00	Reed	Did Not Register Rental Property		5/30/2012		
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Burgess, Benjamin James	2392	5/13/2012	201202885	5/25/2012	\$200.00	Cherry	Did Not Register Rental Property		Dismissed		
Burgess, Benjamin James	2393	5/13/2012	201202885	5/25/2012	\$200.00	Cherry	Did Not Register Rental Property		Dismissed		
Burton, Jerry	2394	5/13/2012	201202886	5/25/2012	\$200.00	Cherry	Did Not Register Rental Property		Dismissed		
Callard, Tina Inez	2395	5/13/2012	201202887	5/25/2012	\$200.00	Cherry	Did Not Register Rental Property		Dismissed		
Stewart, Martin Douglas	2207	5/12/2012	201202871	5/26/2012	\$200.00	Dame	Did Not Register Rental Property		Dismissed		
Mazza, Paul Thomas	2208	5/12/2012	201202869	5/26/2012	\$200.00	Dame	Did Not Register Rental Property		Dismissed		

Municipal Civil Infractions

Name	No.	Date Issued	Complaint No.	Date Due	Amount	Officer	Reason	Date Paid	Citation Issued			
Mazza, Paul Thomas	2209	5/12/2012	201202869	5/26/2012	\$200.00	Dame	Did Not Register Rental Property		Dismissed			
Brooks, Marshall Louis	2398	5/31/2012	201203369	6/15/2012	\$400.00	Cherry	Did Not Register Rental Property		Dismissed			
Brooks, Marshall Louis	2397	5/31/2012	201203369	6/15/2012	\$400.00	Cherry	Did Not Register Rental Property		Dismissed			
Kitts, Patrick Albert	2959	6/28/2012	201202787	7/13/2012	\$400.00	Reed	Did Not Register Rental Property		7/20/2012			
Mills, Kurt Allan	2963	7/25/2012	201202872	8/8/2012	\$400.00	Reed	Did Not Register Rental Property		8/9/2012			
Mills, Kurt Allan	2964	7/25/2012	201202872	8/8/2012	\$400.00	Reed	Did Not Register Rental Property		8/9/2012			
Mills, Kurt Allan	2962	7/25/2012	201202872	8/8/2012	\$400.00	Reed	Did Not Register Rental Property		8/9/2012			
Mills, Kurt Allan	2965	7/25/2012	201202872	8/8/2012	\$400.00	Reed	Did Not Register Rental Property		8/9/2012			
Total Issued 80								,				

AL LEASE AGREEMENT

NOTICE: This agreement sets forth the rights and obligations for the parties to this agreement. It is required by law that you read this agreement carefully. If you have any questions about the interpretation or legality of this agreement, you must seek the advice of a lawyer. I agree that I will seek the advice of a lawyer.

TENANTS *and* LANDLORDS

a practical guide

(1) _____ (Tenant's Name)
(2) _____ (Tenant's Name)
_____ (Tenant's Name)
to Re



Dear Friend:

This booklet is designed to inform tenants and landlords about their rights and responsibilities in rental relationships. It serves as a useful reference—complete with the following:

- *An in-depth discussion about rental-housing law in an easy-to-read question-and-answer format;*
- *Important timelines that outline the eviction process and recovering or keeping a security deposit;*
- *A sample lease, sublease, roommate agreement, lead-based paint disclosure form, and inventory checklist;*
- *Sample letters about repair and maintenance, termination of occupancy, and notice of forwarding address; and*
- *Approved court forms.*

Whether you are a tenant or a landlord, when you sign a lease agreement, you sign a contract. You are contractually obligated to perform certain duties and assume certain responsibilities. You are also granted certain rights and protections under the lease agreement.

Rental-housing law is complex. I am grateful to the faculty and students of the MSU College of Law Housing Law Clinic for their detailed work and assistance in compiling the information for this booklet.

Owners of mobile-home parks, owners of mobile homes who rent spaces in the parks, and renters of mobile homes may have additional rights and duties. Also, landlords and renters of subsidized housing may have additional rights and duties.

It is my pleasure to provide this information to you. I hope that you find it useful.

*MSU College of Law Housing Law Clinic
(517) 336-8088 rent@law.msu.edu www.law.msu.edu/clinics/rhc*

***This informational booklet is intended only as a guide—
it is not a substitute for the services of an attorney and
is not a substitute for competent legal advice.***

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Creating and Terminating Tenancies and Understanding the Lease

Read the lease. Read the lease. Read the lease. When most people hear the term “lease” they think of the long sheets of paper written in very small type that they sign when they agree to move in and rent an apartment or house. A lease contains a variety of legal terms. It is important to recognize and know the following terms of a lease and to understand the substance of the agreement.

■ **Landlord:** The party agreeing to transfer possession and use of the rental property, usually the owner (but may also include an agent or employee of the owner, or a management company).

■ **Tenant:** The party taking possession and use of the rental property from the landlord under a lease. A tenant’s right to possession and use is called a tenancy or leasehold.

■ **Lease (or Rental Agreement):** The contract between the tenant and landlord, transferring possession and use of the rental property. (See Sample Residential Lease Agreement, page 32.) A lease can be written or oral, but a written lease provides the best protection for both the landlord and the tenant.

■ **Joint and Several Liability.** If more than one person signs the lease as a tenant, the lease may state that their obligations are “joint and several.” This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other tenants. This includes paying rent and performing all other terms of the lease.

■ **Escrow Account:** A bank account or other account held by a third party, generally established in the name of the tenant, into which whole or partial rent payments are deposited to show that the tenant was ready, willing, and able to pay the rent—but is withholding the rent until a certain problem is fixed that the landlord is legally responsible for fixing. Once the problem is fixed, the escrowed rent amount will be released to the landlord.

■ **Plaintiff:** A person who files a civil action to seek judicial relief for some injury or damage caused in violation of his or her rights.

■ **Defendant:** A person against whom relief or recovery is sought in a civil action.

A. THE TENANCY

Q1 What are the types of tenancies?

While the lease refers to the written (or oral) agreement, the “tenancy” refers to the actual property right a tenant receives under the lease. When the owner conveys to another a lesser interest in the property for a term less than that of the owner’s for valuable consideration (generally rent), thereby granting another use and enjoyment of his or her property during the period stipulated, that creates a tenancy. In Michigan, there are three types of tenancies:

1. Fixed-Term Tenancy. This type of tenancy is created when the lease agreement specifies when the tenancy begins and when it ends. It terminates automatically at the end of the period specified. Generally, a written lease provides that if a tenant holds over after the fixed term expires, the tenancy shall be considered a month-to-month tenancy. On the other hand, if the lease does not so provide, and the parties acquiesce—i.e., tenant stays in possession and landlord accepts the rent—the lease is considered renewed for the same fixed term upon the same conditions.

2. Periodic Tenancy OR Tenancy at Will. This type of tenancy is indefinite in duration. It is created by actual or implied consent. Usually a month-to-month tenancy, the lease is considered renewed at the end of each rental period (month-to-month or week-to-week, depending how often rent must be paid). Termination procedure is governed by statute and requires notice.

3. Tenancy at Sufferance OR Holdover Tenancy. This type of tenancy is created by operation of law only. A tenant holds possession after his or her legal right to

possession has ended (oftentimes based on landlord's failure to act). The person is just short of being considered a trespasser. The elements: (a) the tenant entered into possession lawfully, (b) the tenant's legal right to possession has ended, and (c) the tenant remains without the landlord's consent.

Q2 Are there advantages and disadvantages to the different types of tenancies?

Fixed-Term Tenancy

Advantages. The advantage to the tenant is that the rental period is fixed and the rental amount is stable; the landlord may not regain possession or raise the rent, with few exceptions. The advantage to the landlord is that the tenant is committed to pay rent for a specified period of time; the tenant is bound by the lease terms, with few exceptions.

Disadvantages. The disadvantage to the tenant is that he or she is bound by the lease term and may not simply move without remaining liable for the rent, permitting fewer changes in arrangements. The disadvantage to the landlord is that he or she is stuck with the tenant until the lease term ends.

Periodic Tenancy OR Tenancy at Will

Advantages. The advantage to the tenant is that he or she is free from any further obligation once proper notice of termination is given to the landlord—different housing arrangements can be made more quickly. The same advantage is true for the landlord; he or she may decide to no longer rent to the tenant if the same proper notice is given.

Disadvantages. The disadvantage to the tenant is that the landlord, with proper notice, can also raise rent. The disadvantage to the landlord is that he or she is not provided with any certainty as to how long the tenant will remain.

B. THE LEASE

Q1 Are there advantages to a written lease?

Although it is common for tenants to sign some type of written agreement, a lease is not always put in writing. Sometimes it is nothing more than an oral agreement as to the move-in and move-out dates, the address of the rental

property itself, and the amount of the rent and when it must be paid. However, if the lease agreement is for a period of more than one year, an oral lease is not an option—it must be put in writing to comply with the Statute of Frauds (MCL 566.106).

Whether there is a fixed-term tenancy or a periodic tenancy, it is best to have a written record of the rental agreement. A written record is a permanent record that may be used for reference if misunderstandings arise—and they do. In the absence of a written lease, signed by both the landlord and the tenant, it is advisable to keep a personal written record of the agreement.

Q2 What provisions should be included in the lease?

The Michigan Truth in Renting Act (Act 454 of 1978, MCL 554.631 to 554.641) regulates residential leases—requiring the landlord to disclose certain information. Leases differ somewhat in terms, but **a written lease agreement should include:**

1. Name and signature of the landlord;
2. Name and signature of the tenant;
3. Rent amount to be paid, how frequently, and when and where it is to be paid;
4. Address of the rental property;
5. Starting and ending dates if it is a fixed-term tenancy;
6. Landlord's mailing address;
7. Amount of the security deposit, if any;
8. Name and address of the financial institution holding the security deposit;
9. Notice of the tenant's obligation to provide a forwarding address to the landlord within 4 days of terminating the tenancy;
10. Who is responsible for paying utilities;
11. Repair and maintenance responsibilities;
12. Eviction procedures;
13. Any other terms and conditions that the landlord and tenant agreed to; and
14. This statement *must be provided* in a prominent place in the lease, in at least a 12-point font size:

“NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.”

Note: Two copies of an inventory checklist must be provided to the tenant when he or she takes possession of the rental property. (See Sample Inventory Checklist, page 41.)

Q3 What provisions are prohibited by law from being included in the lease?

The Michigan Truth in Renting Act regulates residential leases—prohibiting certain clauses or provisions and prescribing penalties. A provision or clause in a lease that violates the Truth in Renting Act is void. In particular, **a written lease shall not include** a provision which:

1. Waives or alters a remedy available to a party when the rental property is in a condition that violates the covenants of fitness and habitability;
2. Waives a right established under the laws that regulate security deposits;
3. Unlawfully excludes or discriminates against a person in violation of the laws relating to civil rights;
4. Provides for a confession of judgment and/or warrant of attorney, e.g., requiring a person to give up certain legal rights in advance;
5. Relieves the landlord from liability for the landlord's failure to perform a duty or for negligent performance of a duty imposed by law (however, the landlord's duty could be waived to the extent a tenant was able to recover under an insurance policy for loss, damage, or injury caused by fire or other casualty);
6. Waives or alters a party's right to demand a jury trial or any other right of notice or procedure required by law;
7. Provides that a party is liable for legal cost or attorney fees incurred by the other party in excess of costs or fees specifically permitted by statute;
8. Provides for the landlord to take a security interest in any of the tenant's personal property to assure payment of rent or other charges, except as specifically permitted by statute;
9. Provides that rental payments may be accelerated if the tenant violates a lease provision, unless that amount is determined by the court;
10. Waives or alters a party's right with respect to possession or eviction proceedings;
11. Releases a party from the duty to mitigate (or minimize) damages;

12. Provides that the landlord may alter a lease provision after the lease begins without the tenant's written consent, *EXCEPT: with 30 days' written notice, the landlord may make the following types of adjustments, as long as there is a clause in the lease allowing for the adjustments:*

- › changes required by federal, state, or local law, rule, or regulation;
- › changes in rules relating to the property meant to protect health, safety, and peaceful enjoyment; and
- › changes in the amount of rental payments to cover additional costs incurred by the landlord because of increases in property taxes, increases in utilities, and increases in property insurance premiums.

13. Violates the Consumer Protection Act (MCL 445.901 to 445.922) which lists multiple unfair trade practices; or

14. Requires the tenant to give the landlord a power of attorney.

Q4 What if the lease contains a provision that is prohibited by law or is missing the required disclosure language?

A provision or clause in a lease that violates the Truth in Renting Act is void. The *lease* is not void—only the prohibited provision. However, a landlord must fix the prohibited provision or add the required disclosure language within 20 days after the tenant brings the deficiency to the landlord's attention in writing. If the landlord fails to fix it within the time specified, the tenant may bring an action to:

- › void the entire lease agreement;
- › make the landlord remove the prohibited provision from all lease agreements in which it is included; and
- › recover \$250 per action (for prohibited provisions) or \$500 per action (for missing disclosure provisions required by law), or actual damages, whichever is greater.

Q5 What other provisions can be included in the lease?

As long as a provision or clause does not violate federal, state, or local laws, rules, or regulations, the parties can agree to almost anything and include it in the lease. It can be as outlandish as stating, "Only blue cars can

be parked in the driveway.” Some special provisions to be aware of include:

› **Smoking:** A landlord is free to prohibit smoking in the rental property, as this would not violate any state, federal, or local laws.

› **Pet Restrictions:** A landlord may prohibit all pets in a rental unit. A landlord may charge a fee for having a pet. An exception here is that a landlord may not prohibit a disabled individual relying on a service animal from housing the animal.

Q6 How can a lease be terminated?

Fixed-Term Tenancy

This type of tenancy is created when the lease agreement specifies when the tenancy begins and when it ends. **It terminates automatically at the end of the period specified.** A fixed-term lease ends on its own without further action. However, many leases include the provision that the lease converts to a month-to-month tenancy at the end of the fixed term. Other leases state a sky-high increase in rent—sometimes double—if the tenant stays beyond the fixed term.

Periodic Tenancy OR Tenancy at Will

This type of tenancy is indefinite in duration. It is created by actual or implied consent. Usually a month-to-month tenancy, the lease is considered renewed at the end of each rental period (month-to-month or week-to-week, depending on how often rent must be paid). **Termination procedure is governed by statute and requires notice.**

Additionally, there are special termination rights for senior citizens or persons incapable of independent living.



Q7 What are the termination rights for senior citizens or persons incapable of independent living?

Lease agreements entered into, renewed, or renegotiated after June 15, 1995, must provide special termination rights for senior citizens and persons incapable of independent living. These leases must allow the tenant who has already occupied a rental unit for more than 13 months to terminate the lease with 60 days' written notice if either of the following occurs:

1. Tenant becomes eligible to move into a rental unit in senior-citizen housing subsidized by a federal, state, or local government program, OR
2. Tenant becomes incapable of living independently, as certified by a physician in a notarized statement. (MCL 554.601a)

Q8 What does “joint and several liability” mean?

If more than one person signs the lease as a tenant, the lease may state that their obligations are “joint and several.” This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other tenants. This includes paying rent and performing all other terms of the lease.

Q9 Can a landlord raise the rent once the lease has started?

Generally, the landlord may not alter a lease provision after the lease begins without the tenant's written consent. There are, of course, exceptions to this. With 30 days' written notice, the landlord may make the following types of adjustments, as long as there is a clause in the lease allowing for the adjustments:

- › changes required by federal, state, or local law, rule, or regulation;
- › changes in rules relating to the property meant to protect health, safety, and peaceful enjoyment; and
- › changes in the amount of rental payments to cover additional costs incurred by the landlord because of increases in property taxes, increases in utilities, and increases in property insurance premiums.

The Security Deposit

The security deposit is an amount of money paid by the tenant to the landlord other than the first rent payment (for whatever period is established in the lease: weekly rent payment, monthly rent payment, semiannual rent payment, and so on). The security deposit remains the tenant's property, but is held by the landlord for the term of the lease to ensure that the tenant pays the rent due, pays the utility bills, and returns the rented property in proper condition, as required by the lease. It is held as security as the name implies.

Once the lease is terminated, the tenant has the right to have the entire security deposit returned *unless* the landlord can substantiate a claim to it because the tenant:

1. Owes unpaid rent;
2. Owes unpaid utility bills; or
3. Caused damage to the rented property beyond reasonable wear and tear.

Under Michigan law, both a tenant and a landlord have duties and must perform specific acts regarding the security deposit. Understanding the duties and taking action are crucial. The law requires mandatory notice provisions, written communications, mailings, and strict compliance with time limits. If the duties are not performed precisely, the tenant risks losing the return of his or her security deposit and the landlord risks losing a claim to it. This chapter explains the duties and the necessary actions that must be taken.

A. COLLECTING THE SECURITY DEPOSIT AT THE BEGINNING OF THE TENANCY

Q1 Is there a limit on the amount that a landlord may collect as a security deposit?

Yes. The law states that a security deposit shall not exceed 1½ times the monthly rent.

Example: If a landlord charges \$500 a month for rental property, the maximum the landlord may collect as a security deposit is \$750 ($\$500 \times 1.5 = \750).

Q2 What exactly is considered a security deposit?

Any prepayment of rent—other than for the first full rental payment period established in the lease—and any refundable fee or deposit are considered by law to be part of the security deposit.

Sometimes the lease requires that both the first and last months' rent be paid before a tenant moves in. If this is the case, the last month's rent would be considered a security deposit. Sometimes, too, additional fees or deposits are charged to hold the rental property, for credit checks, for pets, for cleaning, for keys, for mailboxes, for storage, and for many other reasons. While these fees or deposits may not be called "security deposits" in the lease, if they are otherwise refundable, they are still considered by law to be part of the security deposit and subject to the strict rules that Michigan has adopted—including the limit on the total amount that a landlord may collect.

Q3 Is there a difference between a fee and a deposit?

Yes. The law defines the term "security deposit" and limits the amount that may be collected (not to exceed 1.5 times the monthly rent). **Refundable** fees are deemed—by definition—to be security deposits. **Nonrefundable** fees are not; and they can be assessed in any amount for any reason but the reason and matters covered by the fee must be clear. A nonrefundable fee may not cover matters also covered by refundable fees and may be charged in any amount as long as the tenant accepts them by undertaking the tenancy.

Example: The monthly rent is \$500 and the lease calls for a \$750 security deposit. In addition to the security deposit, the lease calls for a \$100 refundable snow removal fee for "removing snow from any common area" and a nonrefundable \$250 community fee for "costs of landlord-sponsored social events and common-area snow removal." Because the \$100 snow removal fee is refundable, it would be considered part of the security deposit and

violate Michigan law because the amount collected for a security deposit would exceed the 1.5 times monthly rent limit. The nonrefundable \$250 fee violates Michigan law because it covers a matter also covered by a refundable fee. If the lease, instead, required a nonrefundable snow removal fee and a nonrefundable community fee for “cost of landlord-sponsored social events,” it would, absent other contrary or confusing lease terms, be allowed.

Q4 Once collected, what must the landlord do with the security deposit?

The landlord must either:

- a) Deposit the money with a regulated financial institution (e.g., bank), OR
- b) Deposit a cash bond or surety bond, to secure the entire deposit, with the Secretary of State. (*Note:* If the landlord does this, he or she may use the money at any time, for any purpose.) The bond ensures that there is money available to repay the tenant’s security deposit.

Q5 Whose money is it anyway?

The security deposit is considered the lawful property of the tenant, until the landlord establishes a right to it—generally by obtaining a judgment in a court of law.

If the landlord sells the rental property, he or she remains liable with respect to the tenant’s security deposit until any ONE of the following occurs:

- a) The landlord returns the deposit to the tenant, OR
- b) The landlord transfers the deposit to the new owner and sends notice—by mail—to the tenant informing him or her of the new owner’s name and address, OR
- c) The new owner sends written notice of their name and address to the tenant AND the name and address of the financial institution where the deposit is held AND the tenant’s obligation to provide a forwarding address within 4 days of terminating occupancy.

Q6 What rights and responsibilities does the landlord have with regard to the tenant’s security deposit?

The landlord must provide the tenant with certain notices. Within 14 days from the day

the tenant moves in, the landlord must provide written notice of the following:

- a) The landlord’s name and address for receipt of communications regarding the tenancy; AND
- b) The name and address of the financial institution where the security deposit is held, OR the name and address of the surety company; and who filed the bond with the Secretary of State; AND
- c) The tenant’s obligation to provide a forwarding address—in writing—within 4 days after the tenant moves out.

Generally these notices are found in the lease itself. (*See* The Lease section; *see also* the model lease in the Appendices, which displays all of these notices with the correct form and wording.)

Q7 What is the point of the inventory checklist?

The checklist preserves some proof of the condition of the property when the tenant moved in. The landlord must provide the tenant at move-in with 2 blank copies of an inventory checklist, referencing all items in the rental unit. The landlord must provide written notice on the first page of the checklist that the tenant must properly complete the checklist, noting the condition of the property, and return it to the landlord within 7 days after moving in. (*See* sample, page 41.)

The tenant may request a copy of the termination inventory checklist (generally referred to as the itemized list of damages caused by the previous tenant). If requested, the landlord must provide a copy to the tenant.

Q8 Is it important to properly complete the inventory checklist?

Yes. The checklist preserves some proof of the condition of the property when the tenant moves in. If the tenant fails to properly fill out the checklist, or fails to return it, and a dispute over damages to the property occurs at the end of the lease, it becomes the tenant’s word against the landlord’s word.

Further Recommendation:

Take photos or video tape recordings of the rental unit before leasing or moving in.

B. RECOVERING THE SECURITY DEPOSIT AT THE END OF THE TENANCY

Q1 What must the TENANT do at the end of the lease?

The tenant **MUST** provide his or her forwarding address—in writing—to the landlord within 4 days of moving out. Calling or telling the landlord, or landlord's agent, won't do. While the landlord must inform a tenant of this at the beginning of the lease, all too often a tenant forgets to do this when he or she moves out. Without a forwarding address, the landlord has no duty to make arrangements for returning the deposit. If the forwarding address is provided within the 4 days, the landlord has 30 days from move-out to respond.

Q2 What must the LANDLORD do at the end of the lease?

If the landlord receives the tenant's forwarding address within 4 days of move-out, the landlord has 30 days from move-out to either:

- a) Return the entire amount of the deposit by check or money order, OR
- b) Send—by mail—an itemized list of damages lawfully assessed against the deposit and a check or money order for the remaining balance of the deposit (if any).

The itemized list must also contain the following notice: *"You must respond to this notice by mail within 7 days after receipt of same. Otherwise you will forfeit the amount claimed for damages."* (See example, page 49.)

- c) The landlord would be able to apply the outstanding rent balance against the security deposit, presuming the security deposit is at least as much as the rent outstanding. The landlord does not have to sue to accomplish this.

Q3 What must the tenant do when he or she receives the itemized list of damages?

If the tenant disputes any of the items on the itemized list, the tenant **MUST** respond—in detail, by mail—within 7 days of his or her receipt of that list. "Responding in detail" means giving reasons why the tenant disputes each item of damage and the amount assessed against the security deposit, and why

the tenant should not be responsible. *Simply making a blanket statement that the tenant does not agree will not do; the tenant must address each item on the list individually. The tenant's detailed response must be sent to the landlord by mail.*

Q4 What must the landlord do once he or she receives notice of the tenant's dispute of the itemized list of damages?

If the tenant disputes all or part of the itemized list of damages, the landlord is left with two choices:

- a) Negotiate or mediate an agreement in writing with the tenant; OR
- b) Commence an action in court for a money judgment for damages that he or she claimed against the tenant's security deposit, which the tenant disputes.

Remember, the security deposit remains the tenant's property until the landlord perfects a claim to it—either by agreement or by court order. If the landlord and tenant cannot agree and if the landlord goes to court, he or she **MUST** prove that the tenant is actually responsible for the damages.

Q5 Who must file suit—the landlord or the tenant—for the security deposit?

Either the landlord or the tenant can be the plaintiff in a security deposit suit.

The landlord may file suit within 45 days from termination of occupancy. If both the tenant and the landlord have followed the security deposit timeline perfectly and there still remains a dispute on the amount of damages assessed against the tenant's security deposit, the landlord **MUST** file suit to retain the deposit. If the landlord does not file suit, he or she may be liable to the tenant for **double** the amount of the security deposit retained.

The tenant may be required to file suit in certain circumstances. The burden of filing suit shifts to the tenant if:

- a) The tenant failed to provide his or her forwarding address in writing within 4 days of terminating occupancy; OR
- b) The tenant failed to respond—by mail—to the itemized list of damages within 7 days of receiving it; OR
- c) The landlord failed to return the tenant's deposit after receiving the tenant's response disputing the amount assessed against it.

C. Security Deposit Timeline

<i>Security Deposit</i>	<i>Landlord's Duties</i>	<i>Tenant's Duties</i>
Beginning of Lease (generally move-in) MCL 554.602, 554.604, 554.605, 554.608(2)	A security deposit, if required, shall not exceed 1½ months' rent. Deposit tenant's security deposit in a regulated financial institution OR file a surety bond with the state. Provide tenant: 1. A copy of the lease, and 2. Two blank copies of the inventory checklist.	The security deposit is the lawful property of the tenant. <i>Recommendation:</i> Read the lease (preferably before signing it) and all other information provided to you by the landlord. Request from landlord the inventory checklist and/or itemized list of damage report from previous tenancy.
Within 7 days from move-in (landlord and tenant may agree to a shorter period, but not a longer period) MCL 554.608(3)	<i>Recommendation:</i> Keep tenant's completed checklist.	Return to landlord the completed inventory checklist, noting condition of rental unit (add pages if necessary); be sure to keep a copy yourself.
Within 14 days from move-in MCL 554.603	Provide tenant in writing: 1. Landlord's name and address for receipt of rent and communications; and 2. Where tenant's security deposit will be held (name and address of the financial institution or surety bond company). 3. Include specific statutory notice of tenant's duty to provide forwarding address within 4 days of move-out.	<i>Recommendation:</i> Read the information provided to you by the landlord.
Move-out (not necessarily the end of the lease) MCL 554.608(5)	Complete a termination inventory checklist, noting condition of rental unit.	<i>Recommendation:</i> Remove all personal property, clean the rental unit; turn in keys.
Within 4 day after move-out MCL 554.611	<i>Recommendation:</i> Keep a copy of tenant's forwarding address.	Provide landlord in writing (not orally) your forwarding address.
Within 30 days after move-out MCL 554.609	Mail to tenant an itemized list of damages, with proper statutory notice provision claimed against tenant's security deposit accompanied by a check or money order for the difference. Only unpaid rent, unpaid utility bills, and damages to the rental unit beyond reasonable wear and tear caused by tenant may be claimed against the deposit (not cleaning fees).	<i>Recommendation:</i> Watch for the itemized list of damages in the mail.
Within 7 days of tenant's receipt of landlord's itemized list of damages MCL 554.612	Watch for tenant's response to the itemized list of damages by mail.	Respond in detail, by ordinary mail, indicating agreement or disagreement to the damages charged. Be sure to count the days; the date of mailing is considered the date of response.
Within 45 days—not thereafter—of move-out MCL 554.613	To be entitled to keep the disputed amount of security deposit, file suit against tenant for damages—unless an exception applies.	If suit is filed, appear in court and defend. <i>Note:</i> If suit is not filed, you may file suit for recovery of your security deposit.

Subleasing

Subleasing occurs when a tenant permits another party to lease the rental property that the tenant has leased from the landlord. (*Note:* Usually, the lease or the landlord must allow the original tenant to sublease, and most leases specify that the landlord must approve of the subtenant.) The tenant, then, assumes the position of landlord in relation to his or her subtenant. Subleasing usually occurs because the tenant has signed a fixed-term lease and wants—for whatever reason—to get out of the lease before it expires. Since the original tenant is bound by the terms of the lease, he or she cannot simply leave the property and stop paying rent. To avoid the financial burden of the unexpired portion of the lease, the tenant usually tries to find a subtenant who will assume that burden.

Word of warning: Subleasing is not without its problems—so put it in writing. Under a sublease, the original tenant is still bound by contract to the landlord by the terms of the lease. If the subtenant stops paying rent or causes damage to the rental property, the original tenant—not the subtenant—must answer to the landlord. Of course, the original tenant may have a legal cause of action against the subtenant for a violation of the sublease.

The following are important terms to understand:

■ **Landlord:** The party agreeing to transfer possession and use of the rental property, usually the owner.

■ **Tenant or Sublessor:** The party taking possession and use of the rental property from the landlord under a lease contract.

■ **Subtenant or Sublessee:** A third party who takes possession and use of the rental property from the original tenant, under a sublease contract. The subtenant contracts with the original tenant—not the landlord—but generally with the landlord's permission.

■ **Sublease:** The contract between the original tenant and subtenant, transferring, again, possession and use of the rental property. (See Sample Sublease, page 37.) A written sublease contract provides the best protection. Because a sublease can only transfer what is left of the rights given to the tenant in the original lease, it is important that

the tenant provide the subtenant with a copy of the original lease.

Q1 Does the landlord have to agree to the sublease?

Generally, yes. Most leases specify that subleasing or assigning an interest in the rental property is not allowed without the landlord's consent, OR that subleasing or assigning is not allowed at all. But if the original lease agreement is silent, then the tenant need not seek the landlord's permission before entering into a sublease. However, as a practical matter, the tenant should notify the landlord of the sublease ahead of time. First check the terms of the original lease. Then, if permission is required, check with the landlord.

Q2 If the tenant is to sublease, what exactly can be subleased?

The tenant can only sublease the rights he or she has been given in the original lease—no more. For example, if the tenant has only three months left on a one-year lease, the tenant can only sublease up to three months. The same holds true with any restrictions contained in the original lease—they all apply to the subtenant and cannot be waived by the original tenant. On the other hand, the tenant may decide to sublet less than all of the rights he or she has been given in the original lease (e.g., he or she may decide to return to the rental property).

Q3 What duties does the original tenant have when subleasing?

Generally, when a tenant subleases, he or she assumes the position of landlord in relation to his or her subtenant. Accordingly, all of the laws that apply to landlords apply to a tenant who subleases. These duties are explained in other parts of this book. They include the following:

- Complying with the duties to maintain a habitable rental property and to make reasonable repairs, when necessary;
- Complying with the duties to register or license the rental property under local ordinance (check with the local housing office);
- Complying with duties imposed under the security deposit laws and procedures; and

- › Complying with the eviction laws and procedures, in the event the original tenant wants to remove the subtenant from the rental property.

Repair and maintenance still remain the ultimate duty of the original landlord. Because the subtenant, in a sublease, has no relationship with the original landlord, repair requests will usually be made by the original tenant. The original tenant makes a repair request to the landlord. This is not always the case; many times, the landlord, in granting the original tenant permission to sublease, will be aware of the subtenant's presence and will respond to his or her requests.

Q4 What about the security deposit?

Because nothing in the original lease agreement changes when a tenant subleases to a subtenant, the original tenant's security deposit will remain with the landlord. The tenant may decide to collect a security deposit from the subtenant to insure against nonpayment of rent or utility charges or damage to the rental property beyond reasonable wear and tear caused by the subtenant. Remember that the original tenant remains responsible to the landlord under the original lease. The original tenant's security deposit could be at stake.

Collecting a security deposit from the subtenant. If the original tenant decides to collect a security deposit from the subtenant, he or she would simply follow all of the normal steps that any landlord would in collecting a security deposit. These include being timely in providing proper notice, placing the security deposit in a financial institution, providing inventory checklists, and providing the itemized list of damages. (See Security Deposit section, page 7.)

Q5 What if the subtenant stops paying rent?

Two things may be done to help protect against this:

- (1) Require the subtenant to sign a written sublease agreement that includes the same language as the original lease agreement; and
- (2) Require the subtenant to pay a security deposit to the original tenant.

If the original tenant permits the subtenant to pay rent directly to the landlord, the tenant

runs the risk of not knowing if the subtenant is continuing to meet the rental obligations. When the subtenant is required to pay rent directly to the original tenant—and the tenant pays the usual rent to the landlord—there is much less risk.

If the subtenant stops paying the rent, the landlord can hold the original tenant responsible for missed payments. This amount can be withheld from the original tenant's security deposit, as can charges for unpaid utility bills and damages beyond reasonable wear and tear caused by the subtenant. The landlord's recourse is with the tenant under the original lease, not the subtenant. The tenant's recourse is with the subtenant, under the sublease.

For this reason, it is risky to sublease rental property. Therefore, tenants should take all necessary precautions to ensure that they are subleasing to a financially responsible subtenant (e.g., running a credit check, asking for a reference from a previous landlord).

Q6 Can the original tenant be released from the obligations under the lease?

Sometimes, yes. Subleasing can be a complicated procedure, particularly if the tenant is leaving the area for the period of the sublease. There are two ways that a tenant can be released from the obligations under the lease, which differs from a sublease agreement:

1. **By mutual agreement.** Though it is rare, a landlord sometimes allows a tenant to terminate the lease early. Therefore, it is a good idea to talk to your landlord before looking for someone to sublease. (*Note:* If the landlord does allow the tenant to break the lease, the tenant should be sure to receive from the landlord a signed document describing the agreement.)
2. **By assignment.** Under an assignment, the new tenant is substituted for the original tenant. When this is done, the original tenant is "cut-out" of the entire lease agreement and the new person steps into his or her shoes. Accordingly, the new tenant will be responsible for all obligations under the original lease, including rent, utilities, and damages—the original tenant will be released of all obligations. (*Note:* If the landlord does allow an assignment, the tenant should be sure to receive from the landlord a signed document describing the assignment and the release of obligations.)

Eviction Proceedings

If the landlord wishes to remove a tenant from his or her rental property, the landlord must use the eviction process. The process is called a Summary Proceeding, and it moves quickly to restore rental property to the person lawfully entitled to possession.

The process starts with a notice, usually called a “Notice to Quit” or a “Demand for Possession” but for simplicity, it can be an eviction notice and may involve court appearances and a trial. If the landlord is successful in proving his or her case, the eviction notice may be issued and a court officer may remove the tenant and tenant’s personal items from the rental property. It is important to remember, however, that there are many steps in the eviction process before the tenant is physically removed—and most landlords and tenants reach a settlement long before the matter moves that far.

The landlord must never forcibly remove the tenant (or occupant) himself or herself. This includes things like changing locks, turning off utilities, or some other act or omission that interferes with the tenant’s right to possess, use, and enjoy the rental property. This is illegal.

A. STARTING THE EVICTION PROCESS— BEFORE GOING TO COURT

Q1 What lawful reason(s) must be given to evict a tenant?

There are nine reasons specified by law that would allow the landlord to start eviction proceedings with the notice described above:

1. Nonpayment of rent;
2. Extensive and continuing physical injury to property;
3. Serious and continuing health hazard;
4. Illegal drug activity on the premises and a formal police report filed (lease provision must allow for such termination);
5. Violation of a lease provision and the lease allows for termination;
6. Forceful entry OR peaceful entry, with forceful stay OR trespass;
7. Holding over after natural expiration of lease term;

8. “Just cause” for terminating tenant of mobile home park (“just cause” is defined for this purpose by MCL 600.5775); OR
9. “Just cause” for terminating tenant of government-subsidized housing.
(Note: “Just cause” is defined by statute, see MCL 125.694a and 600.5714.)

Several of the lawful reasons describe prohibited behavior. One reason includes, “Violation of a lease provision.” This could be any provision agreed to by the parties when the lease was signed. For example, it could be as silly as, “Only red cars may be parked in the driveway.” If the tenant signed the lease, and if the tenant later buys a blue car, he or she cannot park it in the driveway without violating that provision of the lease. If the lease also includes a provision that allows the landlord to terminate the lease, the landlord could seek to evict the tenant on that basis.

Q2 If one roommate moves out and stops paying rent, can the other tenant(s) be evicted?

It may seem harsh and unfair but, yes, the other tenant(s) who are still paying rent may be evicted. The landlord is lawfully entitled to receive the full rent amount. Whoever signs the lease will be bound by its terms and conditions. If a “joint-and-several liability” clause is in the lease, who actually pays what amount is of no concern to the landlord.

Most leases include a provision that holds all tenants “jointly and severally liable” for any and all violations of the lease. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other tenants.** This includes paying rent and performing all other terms of the lease. Therefore, if only one tenant stops paying the rent (or violates any other provision of the lease agreement), the landlord may choose to evict any or all of the tenants. In addition, the landlord may choose to collect the rent or other money for damages incurred from any or all of the tenants.

Q3 What is proper notice of eviction and how important is it?

Proper notice is very important. Notice—due process—safeguards and protects individual rights provided by law. If the

landlord wishes to remove a tenant from his or her rental property, the landlord must use the eviction process—and it begins with proper notice. Before a court will enter a landlord's request for an Order of Eviction, the tenant must have been given a proper eviction notice, usually a "Notice to Quit" or "Demand for Possession."

Many times the rental problem can be fixed with nothing more than the eviction notice. For example, if the tenant simply forgot to pay the rent, the notice may simply serve as a reminder—and once he or she pays the rent, the eviction process ends.

The eviction notice may take many forms. It must state that the landlord intends to evict the tenant, within a specified time (either 24 hours or 7 days or 30 days), because of a specified reason or problem—otherwise, court action will be taken. The notice may allow the tenant time to correct the problem (like paying the rent, if nonpayment of rent is the reason for eviction).

The eviction notice **MUST** include certain information or the notice is not proper. While many district courts provide standard eviction forms, a letter can accomplish the same as long as it contains all of the following:

- › Tenant's name;
- › Address or rental property description;
- › Reason for the eviction;
- › Time to take remedial action;
- › Date; and
- › Landlord's signature.

Q4 How much notice must be given to the tenant before the landlord may file suit?

Each reason for eviction has a specific amount of time that **MUST** pass before the landlord may commence a lawsuit—either 24 hours or 7 days or 30 days.

A 24-HOUR NOTICE is required for the following reason:

Illegal drug activity on the premises and a formal police report filed (lease provision must allow for termination).

A 7-DAY NOTICE is required for the following reasons:

- a) Nonpayment of rent;
- b) Extensive and continuing physical injury to property;
- c) Serious and continuing health hazard.

A 30-DAY NOTICE is required for the following reasons:

- a) Violation of a lease provision and the lease allows for termination for that violation;

- b) Forceful entry OR peaceful entry, with forceful stay OR trespass;
- c) Holding over after natural expiration of lease term;
- d) "Just cause" for terminating tenant of mobile home park;
- e) "Just cause" for terminating tenant of government-subsidized housing.

Q5 Once the proper notice is prepared, how must it be delivered to the tenant?

Once the eviction notice is prepared, it must be properly delivered to the tenant. The eviction notice **MUST** be delivered:

- a) In person to the tenant; OR
- b) At the rental property, to a member of the tenant's household—of suitable age—requesting that it be delivered to the tenant; OR
- c) By first-class mail, addressed to the tenant.

If the notice is delivered personally, the time of the notice begins to run the next day. If the notice is mailed, the time begins the next mail delivery day (not a Sunday or holiday).

The eviction notice is not the same as an Order of Eviction. A tenant is not required to move when the eviction notice expires—he or she may have a valid defense to the landlord's reason for eviction. Expiration of the 24-hour or 7- or 30-day time period only enables the landlord to file a lawsuit.

Remember: Only a court officer may remove the tenant and tenant's personal items from the rental property—and only under court order.

B. TAKING THE ACTION TO COURT

Q1 What must the landlord do to begin a lawsuit for eviction?

If some agreement or understanding cannot be worked out by the parties, and if the eviction notice has been properly delivered and the 24-hour or 7- or 30-day time period has passed, the landlord may commence a lawsuit—known as a Summary Proceedings action. This section will outline how the landlord may bring an action, and what the tenant can expect when being sued.

The Paperwork. The paperwork necessary to begin a lawsuit includes the following:

- a) Complaint;

- b) Copy of the Notice of Eviction (attached to the Complaint);
- c) Lease (attached to the Complaint); and
- d) Summons.

Most district courts will provide the landlord with pre-approved court forms, if requested. These forms meet all Michigan statutory and court-rule requirements. However, they must be properly filled out. *It is suggested that anyone not using the pre-approved court forms consult with an attorney.*

The lawsuit for eviction begins like any other lawsuit—the plaintiff (the landlord) files the appropriate paperwork with the court. Jurisdiction over eviction proceedings is granted to the district court and the few remaining municipal courts.

The Complaint tells the court why the landlord seeks to regain possession of his or her rental property—much the same as the original Notice of Eviction. The Complaint **MUST** include:

- a) A description of the rental property;
- b) The reason(s) for eviction;
- c) A demand for a jury trial (if the landlord wants a jury);
- d) If rent or other money is due, the rental period and rate, the amount due and unpaid when the Complaint was filed, and date(s) the payments became due; and

e) Allegations that the landlord has kept the residential rental property fit for the use intended and in reasonable repair during the term of the lease (unless the lease term is a year or more and the parties have modified these obligations by contract).

The following paperwork **MUST BE ATTACHED** to the Complaint:

- a) Copy of the Notice of Eviction; and
- b) Lease (unless the tenancy was created by an oral agreement).

The Summons **MUST** accompany the Complaint, commanding the tenant to appear at the district court for trial. It **MUST** also include information, advising the tenant that:

- a) The tenant has the right to employ an attorney;

b) If the tenant does not have an attorney, but can otherwise afford to retain one, to contact the State Bar of Michigan or a local lawyer referral service;

c) If the tenant cannot pay for an attorney, he or she might qualify for legal-aid assistance; and

d) The tenant has the right to a jury trial (the fee must be paid when the demand is made in the first response—written or oral).

Proper filing of the paperwork with the court. The paperwork **MUST** be properly filed with the appropriate district court, as only this court has jurisdiction over eviction proceedings. A lawsuit for eviction is filed in the district court in the county where the rental property is located. Sometimes, the district court's jurisdiction borders are the same as the municipal borders, but this is not always the case. Check with the local court to determine the proper district court for your lawsuit.

Proper delivery of the paperwork to the tenant. The paperwork **MUST** be properly delivered to the tenant, notifying him or her that legal action has begun (and proof of how and when they were delivered must be filed with the court). The Summons and Complaint and a copy of the original Notice of Eviction and Lease **MUST** be properly delivered to the tenant **BY MAIL AND ONE OTHER WAY**:

- a) Personally; OR
- b) By first-class mail—certified, return-receipt requested, restricted delivery; OR
- c) At the rental property, to a member of the tenant's household—of suitable age—requesting that it be delivered to the tenant; OR
- d) After diligent attempts at personal service, by securely attaching the papers to the main entrance of the rental property unit.

Note: This delivery method differs slightly from delivery of the initial Notice of Eviction. Here, two methods of delivery are required.

CHECKLIST FOR COMMENCING A LAWSUIT

- ☐ The Notice of Eviction was properly delivered to the tenant and the proper time period, either 24 hours or 7 days or 30 days, has passed.
- ☐ The pre-approved court forms—the Complaint and Summons—are properly completed.
- ☐ Copies of the Notice of Eviction and Lease are attached to the Complaint.
- ☐ All paperwork is filed with the appropriate district or municipal court.
- ☐ All paperwork is properly delivered to the tenant.

Q2 What must the tenant do after receiving the Complaint?

The lawsuit for eviction is like any other lawsuit. Once a Complaint is received, the tenant **MUST APPEAR AND ANSWER** by the date on the Summons. The time period is short—generally 3-10 days. The tenant must answer either in person, orally, or by filing a written response addressing each of the allegations in the landlord's Complaint. The tenant's answer generally objects to the landlord's reason(s) for the eviction and explains why the court should not evict the tenant from the rental property. Also at this time, the tenant can state a counterclaim with the answer and request a jury.

Q3 What happens if the tenant fails to appear and answer after receiving the Complaint?

If the tenant does not appear at the district court as commanded in the Summons, a default judgment—giving possession of the rental property back to the landlord—will be entered against the tenant. And 10 days later, at the landlord's request, the court will issue an Order of Eviction and a court officer will physically remove the tenant and the tenant's personal items from the rental property.

Additionally, the court may enter a money judgment against the tenant. This would allow the landlord to begin collection proceedings, which may include garnishment of wages, bank accounts, and tax refunds. It may also include execution against the tenant's personal property, like his or her automobile. Further, a money judgment may appear on the tenant's credit report, hindering his or her ability to get a loan or a credit card.

Notice to the tenant: Do not fail to appear and answer!

Q4 Once a lawsuit is started, can the parties still try to negotiate or mediate an agreement?

Up until trial, the parties may reach an agreement and settle the case themselves OR they may decide to resolve their dispute through mediation.

Community Mediation. Parties can choose to mediate before or after a lawsuit is filed. Mediation is an alternative dispute resolution

technique that is voluntary, empowering, confidential, convenient, effective, and provided at little or no cost. (See pages 21-22 for the names, locations, and phone numbers of the Michigan Community Mediation Centers that can be contacted for assistance.)

Q5 If the parties reach an agreement, do they still have to appear in court?

At any time before trial, the landlord and tenant may decide to work out a compromise. In fact, most lawsuits for eviction end in compromise—minutes before trial. The parties may either:

a) Sign an agreement called a "Consent Judgment," putting an end to the case by consent and by order of the judge; OR

b) Agree to a dismissal subject to some condition (e.g., tenant paying rent by a particular day, tenant voluntarily vacating the rental property by a particular day). Once the condition is satisfied, the judge will order the dismissal.

If a Summons has been issued, the tenant must show up at the court. If an agreement is reached, the court must be notified. Whether the landlord and tenant must appear before the judge to put their agreement on the record is up to the judge.

Q6 What possible defenses to a lawsuit for eviction might a tenant have?

If the tenant has exhibited certain lawful behavior, Michigan law provides the tenant with a number of defenses—even if the landlord can prove any of the nine reasons for a lawful eviction. The most common defenses are:

(1) *A claim of retaliatory eviction.* There exists a presumption of retaliation if the landlord started the eviction proceedings within 90 days of the tenant trying to enforce his or her rights under law (e.g., reporting health and safety code violations, exercising rights under the lease, filing a complaint against the landlord for violation of the law, or joining in membership in a tenants' organization).

(2) *Full payment of the rent due.* After a lawsuit for nonpayment of rent was filed, the tenant may have actually paid the total amount of rent due.

(3) *Landlord's breach of the warranty of habitability and duty to repair.* The landlord must have been provided with notice of the problem, generally in writing, and must have been given a reasonable amount of time to fix

the problem. If a portion of the rent was withheld for the purpose of addressing the maintenance or repair issue(s), it must have been deposited into an escrow account. (That portion of rent must reasonably relate to the cost of repair or to the damage that the tenant incurred because of the problem.) The tenant must show that “but for the repair and maintenance required, he or she was ready, willing, and able to pay the rent.”

Having a defense and being able to prove it are two different things. If the tenant is successful in offering his or her proofs, the tenant is generally allowed to remain in possession of the rental property. The Court may not order eviction if the Court believes that the tenant complied with the law and acted only to protect his or her rights, even though the landlord may have had a lawful reason to evict.

Q7 What can the parties expect to see happen at trial?

If the parties to a lawsuit for eviction cannot otherwise reach an agreement, they will have to go to court to have things decided for them. Even when they first get to court, most cases are resolved in the hallways. The judges generally encourage the parties to reach a settlement; the attorneys who are there on behalf of the parties also encourage their clients to do so. If they cannot, the parties then proceed to trial where the judge (or jury) will decide the outcome.

At trial, both parties will be given an opportunity to tell their side to the judge (or jury). They will be allowed to offer testimony and show documentation that may persuade the judge (or jury), by a preponderance of the evidence (51 percent), to rule in their favor.

In the courtroom, there is an order to things. The landlord must first prove that a lawful reason for eviction exists and that he or she is entitled to regain possession as owner of the rental property. The tenant, on the other hand, may next offer evidence that even though there is a lawful reason, a legal defense exists that protects him or her from being removed. (See a list of landlord’s lawful reasons and tenant’s possible defenses, pages 13 and 16, respectively.)

After both parties have had an opportunity to offer their proofs to the judge (or jury), a decision will be made either for the landlord (to regain possession) or for the tenant (to remain in possession).

Q8 If the landlord wins the lawsuit for eviction, how soon can the tenant and his/her personal property be removed?

Even if the landlord wins the lawsuit for eviction, the court cannot issue an Order of Eviction for *at least 10 days*. This allows time for the tenant to appeal the decision; it allows time for the tenant to cure by paying the rent owed if that was the reason for eviction, and it allows time to work things out by agreement.

Only after waiting 10 days can the prevailing landlord request that the judge issue an Order of Eviction. However—even then—Michigan law does not allow the landlord to forcibly remove the tenant or the tenant’s property. Only an officer of the court, by a judge’s order, can remove the tenant and tenant’s property from the rental property; and that officer is generally the sheriff or someone from the sheriff’s office. This is called executing the Order of Eviction, and there is little the tenant can do but start packing.

Q9 Can the tenant be evicted and still forced to pay money damages to the landlord?

Yes. In addition to regaining possession of the rental property, the judge (or jury) may award the landlord a money judgment for such things as unpaid rent, unpaid utilities, damages to the rental property beyond reasonable wear and tear caused by the tenant, and any other damages incurred because of the tenant’s violation of the lease agreement.

Avoiding a money judgment is always a good idea. If the option to pay is still available, the losing party (if financially able) should remit what is owed. Once a money judgment is awarded, the prevailing party, through a lawful collection process, can garnish wages, garnish bank accounts, and garnish tax refunds. The prevailing party may also be entitled to another remedy—executing the money judgment against personal property (a car, fine jewelry, collectibles, and the like).

Remember that a lease agreement—whether written or oral—is a contract, enforceable by law. Both parties have rights and obligations under the lease. Simply having the tenant removed from the rental property may not provide the landlord with all that he or she is entitled to receive under the lease. (See Eviction Timeline, pages 18-19.)

C. Eviction Timeline

Eviction	Some incident gives rise for eviction. MCL 600.5714 24-HOUR NOTICE is required for the following reason: Illegal drug activity and formal police report filed (lease provision must allow for termination). 7-DAY NOTICE is required for the following reasons: a) Nonpayment of rent; b) Extensive and continuing physical injury to property; c) Serious and continuing health hazard. 30-DAY NOTICE is required for the following reasons: a) Violation of a lease provision and the lease allows for termination; b) Forceful entry OR peaceful entry, but forceful stay OR trespass; c) Holding over after natural expiration of lease term; d) Just cause for terminating tenant of mobile home park; e) Just cause for terminating tenant of government-subsidized housing.	BEGIN THE LAWSUIT: After the time period in the notice has expired—either 7 days or 30 days—if things cannot be worked out: File with the district court and serve on the tenant a Summons and Complaint. MCL 600.5735
Landlord's Duties	Provide proper notice of intent to evict. MCL 600.5716, 600.5718 Forms DC 100a, DC 100c (from the court) The notice MUST: a) Be in writing; b) Be addressed to the tenant; c) Describe the rental property (address is sufficient); d) Give reason for eviction; e) State the time for tenant to take remedial action; f) Include landlord's signature; and g) Include date. The notice MUST be delivered: a) In person to the tenant, OR b) At the rental property, to a member of tenant's household—of suitable age—requesting that it be delivered to the tenant, OR c) By sending it through first-class mail addressed to the tenant.	The Summons. The Summons commands the tenant to appear at the court for trial. Michigan Court Rule 4.201(C) Form DC 104 (from the court) The Complaint. The Complaint gives further notice of the cause of action, or grounds, for the eviction. Landlord MUST attach the following: a) A copy of the Lease; AND b) A copy of the notice of intent to evict—stating when and how it was delivered. Michigan Court Rule 4.201(B) Forms DC 102a, DC 102C (from the court) The Summons and Complaint MUST be delivered (and proof of how and when they were delivered must be filed with the court) to the tenant BY MAIL AND ONE OTHER WAY: a) Personally, OR b) Sent by mail—certified, return-receipt, restricted delivery, OR c) At the rental property, to a member of tenant's household—of suitable age—requesting that it be delivered to the tenant, OR d) After diligent attempts at personal service, by securely attaching the papers to the main entrance of the rental property unit. Michigan Court Rule 4.201(D)
Tenant's Duties	Read the notice. Certain reasons for eviction can be cured (e.g., nonpayment of rent can be cured by paying the rent). Certain other reasons cannot be cured and tenant must move out (e.g., breach of lease, illegal drug activity). Otherwise, you may be sued. <i>Recommendation:</i> Contact the landlord to peacefully discuss his or her reasons for eviction. Try to work things out to remain in the rental property.	The Summons will have a date and time ordering the tenant to appear in court. As the Summons commands, you MUST appear at the court for this hearing. You MUST appear and answer the Complaint by the date on the Summons. You can do this either in writing OR orally at the hearing. <i>Recommendation:</i> It is best to contact an attorney to help you through this process.

C. Eviction Timeline (continued)

Eviction	TRIAL: Within 10 days there will be a trial/hearing. Michigan Court Rule 4.201(F) If either party appears without an attorney, but requests to retain one, the judge will generally adjourn the trial/hearing for 7 days.	JUDGMENT: After trial, the judge will render a decision either in favor of the: a) Landlord (evicting the tenant), OR b) Tenant (allowing him or her to remain in possession). A money award may also be entered for damages incurred by either party. Michigan Court Rule 4.201(K)	APPEAL: Within 10 days after judgment, either party may appeal the judge's decision. The party appealing the judge's decision must pay an appeal bond, filing fees, and transcript fees to preserve the appeal and stop the Writ of Eviction from being issued. Michigan Court Rule 4.201(N)	EVICTIION: After 10 days—a Writ of Eviction may be requested, issued, and executed. MCL 600.5744(4); Michigan Court Rule 4.201(L) Issuance: Issuance must occur within 56 days after judgment is entered and must be executed no later than 56 days after the writ is issued. Important: Certain situations may allow issuance of a Writ of Eviction Immediately. MCL 600.5744(2)
Landlord's Duties	You have a right to an attorney; you may ask for time to retain one. Generally, the judge will adjourn for 7 days. You have a right to a jury trial; however, you must demand it in the Complaint and pay the jury fee. (The fee starts at \$40 and goes up depending on the amount in controversy.) Provide testimony, documents, and other evidence to show that you are lawfully entitled to recover possession of your rental property.	If judgment is for you, the landlord, it may include an award for any money due and for costs. You may begin collections on the money judgment if tenant does not otherwise pay or appeal. You will have to wait to regain possession by requesting a Writ of Eviction. MCL 600.5741 If judgment is for the tenant, he or she may remain in possession of your rental property.	Decide quickly whether to appeal.	Once the sheriff executes the Writ, you regain possession of your rental property.
Tenant's Duties	You must appear and answer the Complaint. You have a right to an attorney; you may ask for time to retain one. Generally, the judge will adjourn for 7 days. You have a right to a jury trial; however, you must demand it in your first response—written or oral—and pay the jury fee. (The fee starts at \$40 and goes up depending on the amount in controversy.) Defending landlord's claim may require you to testify and provide documents and other evidence of why you should be entitled to remain in possession of the rental property.	If judgment is for you, the tenant, you may remain in possession of the rental property. MCL 600.5747 If judgment is for the landlord, you must either: a) Make <i>full</i> payment (if the eviction can be cured by payment), OR b) Settle the dispute, OR c) Move out, OR d) Appeal the judge's decision.	Decide quickly whether to appeal.	If the reason for the eviction was nonpayment of rent, full payment of the rent, plus fees and costs awarded, may stop the issuance of the Writ of Eviction. Partial payment will not stop the issuance of the Writ. WARNING: Other reasons for eviction may not be cured by payment and you must move out before the sheriff executes the Writ and moves things out for you.
FROM START TO FINISH— IT CAN TAKE AS FEW AS 27 DAYS OR AS MANY AS 57 DAYS TO EVICT A TENANT!				

Mediation

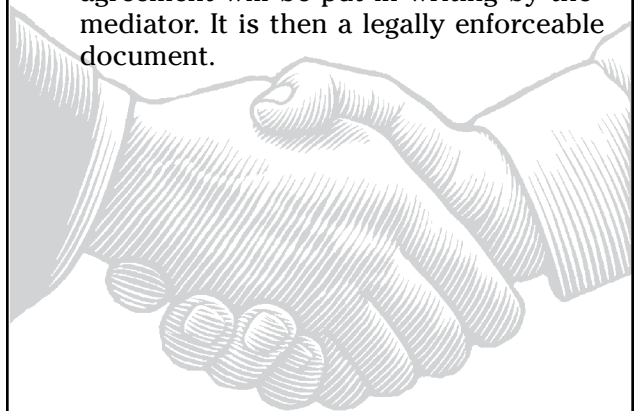
Parties in a dispute can choose to mediate before or after a lawsuit is filed. Mediation is an alternative dispute resolution technique that is voluntary, empowering, confidential, convenient, effective, and provided at little or no cost. There are mediation centers throughout Michigan that can be called for assistance.

Mediation is:

- A process that helps people to resolve disputes. Trained mediators facilitate a communication process that assists people in reaching mutually satisfactory agreements.
- An alternative to destructive confrontation, ineffective avoidance, costly litigation, and violence.
- An opportunity for people in conflict to use their own problem-solving skills, to take responsibility, and to find solutions that best meet their needs.
- Designed to preserve individual interests while strengthening relationships between individuals and groups.
- An opportunity to learn a successful method for resolving conflicts that can serve as a model for constructively resolving future conflicts.

THE MEDIATION PROCESS

- (1) Any person or organization may initiate mediation.
- (2) A trained professional will talk with you to determine if your situation is appropriate for mediation. If it is, you will be asked for basic information about yourself and the other person(s) involved.
- (3) With your permission, the mediation center will contact the other person(s) involved to encourage them to participate in a mediation session.
- (4) If both parties agree, the mediation center will schedule a mediation session at a time and place convenient for all.
- (5) At the mediation session, trained mediators will listen to all sides of the dispute. Each party will get a chance to explain, uninterrupted, their point of view. The mediator will encourage communication from all sides to uncover facts, identify issues, and explore possible solutions.
- (6) When the parties reach a solution, their agreement will be put in writing by the mediator. It is then a legally enforceable document.



COMMUNITY MEDIATION CENTERS IN MICHIGAN

The following centers provide conciliation, mediation, and other forms of dispute resolution under Michigan's Community Dispute Resolution Act.

**BERRIEN, Branch, Cass, St. Joseph,
Van Buren**

Citizens Mediation Service, Inc.
811 Ship Street, Suite 205
St. Joseph, MI 49085
Phone: (269) 982-7898
Fax: (269) 982-7899
Website: www.citizensmediation.org

**GRAND TRAVERSE, Antrim, Benzie, Leelanau,
Missaukee, Wexford**

Conflict Resolution Services, Inc.
852 South Garfield Avenue, Suite B
Traverse City, MI 49685-1035
Phone: (231) 941-5835
Fax: (231) 941-4530
Website: www.CRSmediationTC.org

CHARLEVOIX, Emmet

Citizen Dispute Resolution Service, Inc.
Northern Community Mediation
415 State Street
Petoskey, MI 49770
Phone: (231) 487-1771
Fax: (231) 487-1770

**INGHAM, Clinton, Eaton, Gratiot, Isabella,
Shiawassee**

Resolution Services Center of Central Michigan
516 South Creyts Road, Suite A
Lansing, MI 48917
Phone: (517) 485-2274
Fax: (517) 485-1183
Website: www.rscdm.org

CHIPPEWA, Luce, Mackinac

Eastern UP Dispute Resolution Center, Inc.
P.O. Box 505
Sault Sainte Marie, MI 49783
Phone: (906) 253-9841
Fax: (888) 664-6402
Website: www.eupmediate.com

JACKSON, Hillsdale, Lenawee, Monroe

Southeastern Dispute Resolution Services
United Way of Jackson County
P.O. Box 1345
536 North Jackson Street
Jackson, MI 49204
Phone: (517) 990-0279
Fax: (517) 784-2340

**DELTA, Baraga, Dickinson, Gogebic, Houghton,
Iron, Keweenaw, Menominee, Ontonagon,
Schoolcraft**

Resolution Services Program
UPCAP Services, Inc.
P.O. Box 606
Escanaba, MI 49829
Phone: (906) 789-9580
Fax: (906) 786-5853
Website: www.upcap.org

KALAMAZOO, Barry, Calhoun

Dispute Resolution Services
Gryphon Place
3245 South 8th Street
Kalamazoo, MI 49008
Phone: (269) 552-3434
Fax: (269) 381-0935
Website: www.gryphon.org

**GENESEE, Arenac, Bay, Clare, Gladwin,
Midland, Ogemaw, Roscommon, Saginaw**

Community Resolution Center
315 East Court Street, Suite 200
Flint, MI 48502
Phone: (810) 249-2619
Fax: (810) 239-9545
Website: www.mediation-crc.org

**KENT, Ionia, Lake, Mecosta, Montcalm,
Newaygo, Osceola**

Dispute Resolution Center of West Michigan
Community Reconciliation Center
678 Front Avenue, NW, Suite 250
Grand Rapids, MI 49504-5368
Phone: (616) 774-0121
Fax: (616) 774-0323
Website: www.drcwm.org

**MACOMB, Huron, Lapeer, Sanilac, St. Clair,
Tuscola**

The Resolution Center
176 South Main Street, Suite 2
Mt. Clemens, MI 48043
Phone: (586) 469-4714
Fax: (586) 469-0078
Website: www.theresolutioncenter.com

MARQUETTE, Alger

Marquette-Alger Resolution Service
715 West Washington Street, Suite A
Marquette, MI 49855
Phone: (906) 226-8600
Fax: (906) 226-5399
Website: www.marsmediation.org

MUSKEGON, Manistee, Mason, Oceana

Mediation & Restorative Services
27 East Clay Avenue
Muskegon, MI 49442
Phone: (231) 727-6001
Fax: (231) 727-6011
Website: www.mediatewestmichigan.com

OAKLAND

Oakland Mediation Center, Inc.
550 Hulet Drive, Suite 102
Bloomfield Hills, MI 48302
Phone: (248) 338-4280
Fax: (248) 338-0480
Website: www.mediation-omc.org

**OTSEGO, Alcona, Alpena, Cheboygan,
Crawford, Iosco, Kalkaska, Montmorency,
Oscoda, Presque Isle**

Community Mediation Services
Otsego County
United Way Building
116 5th Street
Gaylord, MI 49735
Phone: (989) 732-1576, (989) 705-1227
Fax: (989) 705-1337
Website: www.otsego.org/cms

OTTAWA, Allegan

Mediation Services
Center for Dispute Resolution
Courthouse Square
68 West 8th Street, Suite 140
Holland, MI 49423
Phone: (616) 399-1600
Fax: (616) 399-1090
Website: www.mediationsolvesconflicts.org

WASHTENAW, Livingston

Dispute Resolution Centers of Michigan, Inc.
The Dispute Resolution Center
4101 Washtenaw Avenue, Suite 1105
Ann Arbor, MI 48108
Phone: (734) 794-2125
Fax: (734) 794-2126
Website: www.thedisputeresolutioncenter.org

WAYNE

Wayne Mediation Center
Garrison Place
19855 West Outer Drive, Suite 206 - East Building
Dearborn, MI 48124
Phone: (313) 561-3500
Fax: (313) 561-3600
Website: www.mediation-wayne.org

Small Claims Court

If you feel an individual or a business has treated you unfairly and you believe they owe you money, there is something you can do about it. If your community has a mediation program, you and the person with whom you are having a dispute can try to work the problem out with the help of a neutral mediator. If you cannot resolve your problem informally through mediation, you can file a lawsuit in small claims court for up to \$5,000. This information tells you how to file a small claims case.

Q1 What is a small claims lawsuit?

In the small claims division of the district court, you can bring a lawsuit against anyone who owes you money. You can sue a person who or business that has caused damage to your property or possessions. The maximum you can collect through a judgment in small claims court is \$5,000. Small claims courts are designed to operate informally and without attorneys present. If you feel you need an attorney to represent you, the matter must be filed in district court. In small claims court you represent yourself, speak directly to the judge or attorney magistrate, provide your own evidence, and have any witnesses you wish speak for you. You do not need to know the law before you appear for a hearing.

You simply tell the judge why you feel that someone owes you money and the person or business you are suing has the opportunity to tell their side of the case. After hearing both sides, the judge will decide whether money is owed to any party and, if so, how much.

When deciding whether to file a claim, consider whether the person you are suing has any income. Even if the judge grants you a judgment, if the person you sued has no income, it will be difficult for you to collect any money. You might want to check this out before you invest your time and money in filing a claim. Also consider whether mediation would better resolve your problem.

Q2 Why not try mediation before starting a lawsuit?

Filing a lawsuit in court should be used as a last resort. Make sure you have discussed your problem with the person or business you are thinking about suing. In many cases, people and businesses do not know that someone has a dispute with them until they receive court papers. If talking the problem over does not work, consider using mediation instead of going to court.

Mediation is a process in which two or more people involved in a dispute meet in a private, confidential setting and, with the help of a trained neutral person, work out a solution to their problem. Mediation is fast, either free or low cost, and effective in resolving many disputes including landlord/tenant, consumer/merchant, and neighborhood disputes. In most cases, a mediation meeting can be set up within 10 days, and 90 percent of all cases in which both parties to a dispute agree to use a mediation service result in agreements acceptable to all sides. If you can work out your dispute in mediation, you may not need to go to court. Ask the clerk of your local district court if a mediation program is available in your area.

Q3 How does a lawsuit begin?

If you cannot resolve your dispute through mediation, you can file a claim against the person or business in the small claims division of district court. Your case must be filed in the city or county where the transaction in dispute took place, or where the person or business you are suing is located. If you are suing more than one person or business, the suit may be filed in the district court in which any of the persons live or where any of the businesses do business.

At court, tell the clerk you want to file a small claims case. You will be given an affidavit and claim form to fill out. On the form, you name the person or business you are suing and list reasons why you are suing and the amount for which you are suing.

There is a cost for filing a small claim, which includes postage or service fees; you will need to contact the court for this information. Be sure to bring this amount with you when you file your claim. The amount can be made a part of the judgment if the judge decides in your favor.

After you have filed your claim, the court will notify the other party that you have filed a claim against them and the date they are to be in court. The defendant may respond before the hearing.

The defendant may offer to settle out of court after learning you have filed a suit. If you settle the matter out of court, you can either voluntarily dismiss your lawsuit or obtain a judgment. If you want an enforceable judgment, the terms of your agreement must be spelled out in writing and signed by both you and the defendant. A copy of the agreement must be filed with the court.

Q4 What happens when you are sued in Small Claims Court?

If you are served with court papers from the small claims court, you are called the defendant. You have several ways to respond to the affidavit and claim you have received.

If you want to deny the claim, you must either answer the complaint before the hearing date or appear in court on the hearing date, bringing with you any evidence you have to support your denial. If you want an attorney to represent you, you must tell the court at or before the hearing; the case will be transferred from small claims court to the regular district court.

If you have a claim against the person who is suing you, you can also file a counterclaim. Your written counterclaim should be filed with the court and served by first-class mail to the person suing you.

If you fail to appear for the hearing, the court may enter a default judgment against you. This means the judge may grant a judgment for the plaintiff without hearing your statement.

The entry of a judgment may appear on your credit report.

Q5 Is it necessary to prepare for the hearing?

On the hearing date, any of the following may happen:

1. If both the person filing the lawsuit and the defendant appear, the judge may recommend that the parties go to mediation and the case may be adjourned. If either party does not want to try mediation, the hearing may proceed.

2. If the plaintiff does **not** appear, and the defendant does appear, the case may be dismissed.

3. If the defendant does **not** appear, the plaintiff may ask for a “default” judgment. This means that, if the judge decides you have a good claim, you can obtain a judgment without a hearing since the person or business you are suing did not appear to challenge your claim.

When you go to court for a hearing, take with you all the evidence you believe proves your claim. This might include a sales receipt, guarantee, lease, contract, or accident report. If a damaged article is too big to bring with you, photographs can be presented as evidence. Any witnesses you would like to speak on your behalf should appear in court as well.

Remember, a judge or attorney magistrate will hear a small claims case; you have no right to a jury trial, and the hearing will not be recorded.

Either party has the right to ask that the case be heard in the general district court. The court will notify the person filing the lawsuit if the defendant makes such a request. In the district court, both you and the defendant have the right to be represented by an attorney. Whoever loses the case may be asked to pay for court costs and attorney fees. Unless defendants are prepared for the extra expense, they usually agree to have the hearing in the small claims division.

Q6 What happens at the hearing?

The hearing will usually take place at the court where you filed your claim. It is important to be there on time; if you filed the lawsuit and are not in court when your case is called, the case may be dismissed. If you are the defendant and are not in court when your case is called, a default judgment may be entered against you. Bring all of your relevant papers or other evidence and make sure your witnesses will be on time.

The court clerk will call your case and both parties will appear before the judge or magistrate. The judge will ask the plaintiff to state your claim. Take your time and tell what happened in your own words and why you think the person or business you are suing owes you money. Show the judge your evidence and introduce any witnesses you have. The witnesses will be allowed to tell the judge what they know about the case.

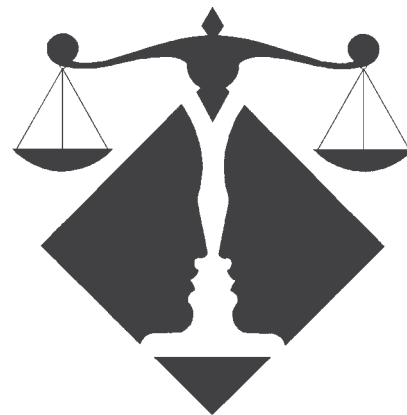
When you have finished, the person or business you are suing will have an opportunity to explain their side of the case. Listen carefully. If you think the defendant is leaving something out or is misstating facts, be sure to tell the judge.

A judge's decision is final. Neither you nor the defendant can appeal to a higher court once the judge has made a decision in the small claims division; although, on petition by either party, the same judge may reopen the case in the small claims division. If the case is heard by a magistrate, either party may appeal the magistrate's decision. The case would be rescheduled before a judge and both parties would explain their case again.

Q7 If you win, how do you collect your money?

If you obtain a judgment against the defendant, the court will provide instructions regarding post-judgment collections. The defendant may pay the judgment plus court costs immediately after the hearing, but if he or she does not have the money to pay right away, the judge may allow a reasonable time to pay and may set up a payment schedule. If the defendant fails to pay the judgment when ordered, you must go back to the court and file additional papers to collect on the judgment by having their wages or bank account garnished or property seized. This cannot occur until 21 days after the judgment is entered. As part of the judgment, the defendant must provide information to the court that can be used in post-judgment collection efforts.

The Small Claims Court section was supplied by the State Court Administrative Office under a grant from the State Justice Institute and in cooperation with the State Bar of Michigan. Points of view expressed are those of the Michigan State Court Administrative Office and do not necessarily reflect the official position or policies of the State Bar or the State Justice Institute. TP-2 (12/99)



Repair and Maintenance

Repair and maintenance problems range from things that are merely annoying to things that pose an immediate threat to health and safety. Both the landlord and the tenant have some responsibility for maintenance.

There are three types of maintenance problems:

1. **Emergencies** require action within 24 hours and pose an immediate threat to the health and safety of the occupant(s)—gas leak, flooding, defective furnace, or major roof damage;
2. **Major problems** affect the quality of the residential environment, but not to the degree that the life of the occupant(s) is immediately endangered—defective water heater, clogged drain, heating problem in part of a house; and
3. **Minor problems** fall into the nuisance category—defective lighting, locks; dripping faucets; household pests; peeling paint and wallpaper.

A. RESPONSIBILITIES ARE SHARED WHEN MAINTAINING A RENTAL PROPERTY

Q1 What are the landlord's responsibilities?

Under Michigan statute, the landlord has a duty to keep the rental property and all common areas:

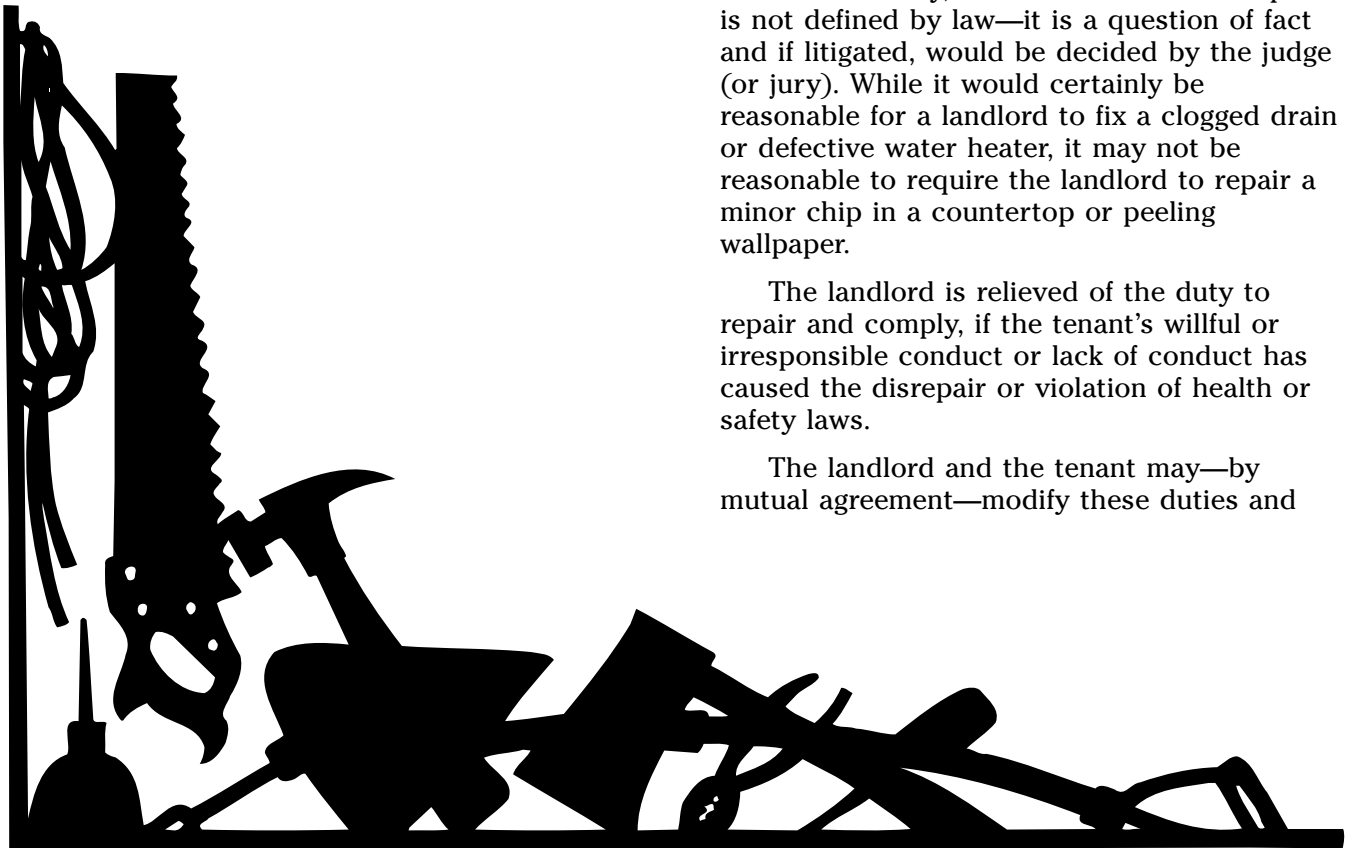
- a) Fit for the use intended by the parties; and
- b) In *reasonable repair* during the term of the lease; and
- c) In compliance with the health and safety laws (MCL 554.139).

Whether the landlord is required to repair a problem depends on two factors: the nature of the problem itself and whether the landlord's duty to repair has been modified—either by the tenant's conduct or by mutual agreement.

Unfortunately, the term “reasonable repair” is not defined by law—it is a question of fact and if litigated, would be decided by the judge (or jury). While it would certainly be reasonable for a landlord to fix a clogged drain or defective water heater, it may not be reasonable to require the landlord to repair a minor chip in a countertop or peeling wallpaper.

The landlord is relieved of the duty to repair and comply, if the tenant's willful or irresponsible conduct or lack of conduct has caused the disrepair or violation of health or safety laws.

The landlord and the tenant may—by mutual agreement—modify these duties and



make the tenant responsible for repairs, but only if the lease agreement has a current term of at least one year. In other words, if the lease term is less than one year, the landlord's duty cannot be modified.

Additionally, almost all courts recognize that implied in a residential lease agreement is the understanding that the rental property must be fit for habitation by humans. This means that the rental property must meet some minimum level of standard so as not to expose the occupants to unreasonable health risks. This implied duty cannot be modified or waived.

In addition to state law requirements, counties and municipalities are free to enact ordinances that require landlords to maintain rental property above minimum habitability standards and additional requirements. Most municipalities have a housing code protecting the health, safety, and welfare of their citizens. Some require that the rental property be inspected on a regular basis. Some even require licensing before a tenant can move in. Check with the local city or county government code enforcement office for additional standards imposed on landlords in maintaining their rental property.

Q2 What are the tenant's responsibilities?

Although responsibilities can be modified in certain instances—by mutual agreement between the landlord and tenant—a tenant is **generally expected** to:

1. Pay rent on time;
2. Keep the rental property in a safe and sanitary condition;
3. Promptly notify the landlord of maintenance problems;
4. Exterminate insects that appear if they were not there when the tenant moved in; and
5. Leave the rental property in good condition—reasonable wear and tear excepted.

B. IMPORTANT STEPS TO TAKE IN SOLVING THE PROBLEM(S)

Depending on the problem, requesting that a repair be made could be as simple as a quick phone call or as complicated as filing a lawsuit. Outlined next are the recommended steps to take to solve a repair and maintenance problem:

STEP 1: Notify the landlord and provide reasonable time for repair.

Keep it simple. The tenant must notify the landlord and explain the situation, the importance of the repair, and when he or she would like it done. A phone call usually works. However, the phone call should be followed up with a letter to ensure that documentation exists. Sometimes, however, the landlord requires that a specific form or repair order be filled out before proceeding. Read the lease and talk to whoever is in charge and figure out the best course to take. Keep copies of communications and keep notes of discussions. Municipalities have enacted housing codes—establishing minimum standards—to protect the rights of both the landlord and the tenant. Contact the local city hall for information.

Note: The landlord must be given reasonable time to make repairs.

STEP 2: Contact the building inspector and schedule an inspection.

In some municipalities, if the rental property is up to municipal code standards, the tenant will be responsible for paying the inspector's fee. If it is not up to code, the landlord pays the fee (and may also have to pay a re-inspection fee once the repair is made). Call the local inspector's office to find out how much the fee will be.

STEP 3: If the landlord has failed to make necessary repairs, either withhold the rent and deposit it into an escrow account OR pay for the repair and deduct the cost from the rent.

Note: The landlord must have been provided with notice of the problem, and must have been given a reasonable amount of time to fix the problem.

■ **Escrow Account:** A bank account or other account held by a third party, generally established in the name of the tenant, into which whole or partial rent payments are deposited to show that the tenant was ready, willing, and able to pay the rent, but is withholding the rent until a certain problem is fixed that the landlord is legally responsible for fixing. Once the problem is taken care of, the escrowed rent amount will be released to the landlord.

- › **If the rent, or a portion of it, will be withheld** for the purpose of addressing the maintenance or repair issue(s), the tenant should send a letter—certified mail, return receipt requested—stating why the rent will be withheld, where it will be deposited (name of financial institution), and that payment will be released when the maintenance or repair problem(s) has been corrected.
- › **If the repair cost will be deducted from the rent**, call for three repair estimates. If it is a do-it-yourself job, shop and compare the cost of parts. Reputable repair companies will come to the house and provide a free written estimate. Send copies of the estimates to the landlord and state that the problem will be fixed unless the landlord agrees to do it by a certain date, and that the cost of repair will be paid from the rent withheld. Keep all receipts and note the dates of repair; send copies to the landlord, along with the remaining portion of the rent.

Note: While the repair-and-deduct method may work well for small repairs, it may not work for large repairs. See page 44.

Q1 How much rent should be withheld?

The amount of rent withheld must reasonably relate to the cost of fixing the problem or to the amount of damage the tenant has incurred because of the landlord's failure to fix the problem. Withhold less for a clogged drain. Withhold more for an unusable toilet or shower. Only the most catastrophic problems will warrant withholding all of the rent. In any event, the amount withheld must be deposited into an escrow account.

Q2 What if the tenant lawfully withholds rent and the landlord starts the eviction process?

If the landlord has a run-in with the municipal code enforcement office OR if the landlord does not receive the rent, he or she may well decide to start the process for

evicting the tenant. Nevertheless, Michigan law provides the tenant—who was acting lawfully—with certain defenses. The tenant, however, must be able to prove the facts giving rise to the defense:

1. *A claim of retaliatory eviction.* There exists a presumption of retaliation if the landlord started the eviction proceedings within 90 days of the tenant trying to enforce his or her rights under law (e.g., reporting health and safety code violations, exercising rights under the lease, filing a complaint against the landlord for a violation of the law).
2. *The landlord's breach of the warranty of habitability and duty to repair.* The tenant must show that the landlord was provided with notice of the problem and given a reasonable amount of time to fix the problem. The tenant must show that the landlord failed to make the necessary repairs.
3. *Rent was properly withheld and escrowed.* The tenant must be able to show that "but for the repair and maintenance required, he or she was ready, willing, and able to pay the rent."

The eviction process takes time—from start to finish, it takes as few as 27 days or as many as 57 days to evict a tenant. In the meantime, the landlord has mortgages, taxes, and bills to pay. Financial pressure may cause the landlord to negotiate. If the landlord will not negotiate, and if the tenant has carefully documented all communications about the needed repair and maintenance, the tenant may well succeed in the lawsuit for eviction.

Both the landlord and the tenant should remember that, in many disputes, the basic issues become obscured by personal disagreements that develop and continue to grow and fester. If an agreement cannot be reached, try mediation—either before a lawsuit is filed or after. Mediation might help to empower the parties to use their own problem-solving skills, to take responsibility, and to find solutions that best meet their needs, while strengthening the landlord-tenant relationship.

Additional Considerations

Civil Rights

Federal, state, and local laws prohibit discrimination in housing based on a number of factors, including race, color, sex, age, disability, and family status. For further information regarding the classes of persons protected by federal, state or local laws and the exceptions to the general laws, contact the Michigan Department of Civil Rights or the U.S. Department of Housing and Urban Development.

Housing Codes, Smoke Detectors

Some communities have adopted housing codes or other specific requirements that may affect the condition or equipment requirements of residential rental property. These include the requirement that smoke detectors be installed in housing or that residents comply with recycling ordinances. Be sure to check with the local unit of government to see if the rental property is affected.

Pet Restrictions

Landlords can include a provision in the lease that restricts tenants from maintaining pets in a rental unit or impose a pet fee. A landlord cannot discriminate against a person who maintains a guide, hearing, service and/or companion animals. Additionally, service and companion animals are not considered to be pets, and should not be subject to pet fees or overly restrictive animal policies.

The courts have permitted the eviction of tenants who violate a lease provision prohibiting tenants from maintaining pets in a rental unit.

Smoking

A landlord can restrict tenants who smoke to certain apartments or buildings or can refuse to rent to smokers. In Michigan Attorney General Opinion No. 6719, released May 4, 1992, the Attorney General stated “neither state nor federal law prohibits a privately-owned apartment complex from renting only to non-smokers or, in the alternative, restricting smokers to certain buildings within an apartment complex.”

Lead-Based Paint

Since the latter part of 1996, landlords must provide tenants who are renting units built before 1978 with certain information concerning lead-based paints. This information includes a federal government ***pamphlet*** entitled:

■ ***Protect Your Family From Lead in Your Home***

and a ***form*** entitled:

■ ***Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (Rentals)***

There are exceptions to this federal requirement, including commercial rentals, zero-bedroom efficiency apartments, and rental units certified as lead-free by a qualified lead abatement inspector.

For further information, contact the National Lead Information Center at 1-800-424-LEAD[5323] or at www.epa.gov/lead/pubs/nlic.htm.

See Appendices for sample disclosure form.

Appendices

<i>Sample Residential Lease Agreement</i>	32
<i>Sample Residential Sublease Agreement</i>	37
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Additional Information is Available From

MSU College of Law Housing Law Clinic
(517) 336-8088 rent@law.msu.edu www.law.msu.edu/clinics/rhc

Michigan State Court Administrative Office
<http://courts.michigan.gov/scao/courtforms/landlord-tenantlandcontract/itindex.htm>

RESIDENTIAL-LEASE AGREEMENT

NOTICE:

Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from an attorney or other qualified person.

We Agree That

(Landlord's Name(s))

Leases To

- (1) _____
(Tenant's Name)
- (2) _____
(Tenant's Name)
- (3) _____
(Tenant's Name)
- (4) _____
(Tenant's Name)

The Following Premises To Be Used For Private Residential Purposes Only

(Street Address, City, State, and Zip Code)

For A Term

Beginning _____, 20____, and
Ending _____, 20____.

Month-To-Month

Beginning _____, 20____.

- (a) **JOINT AND SEVERAL TENANCY:** If more than one person signs this lease as a Tenant, their obligations are joint and several. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants.** This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others. Each Tenant must initial this paragraph: (1) _____, (2) _____, (3) _____, (4) _____.
- (b) **RENT:** Tenant must pay Landlord, as rent for the entire term, a total of \$_____, being \$_____ each month, beginning _____, 20____, and the same amount on or before the 1st business day of each succeeding month. Rent must be paid to the Landlord at the following address:

(Street Address, Apartment, City, State, and Zip Code)

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

MSU LAW © Page 1 of 5 Pages

Sample Residential Lease Agreement (page 2 of 5)

- (c) **DISCOUNTED RENT:** If Landlord receives the rent on time, Tenant will be granted a \$_____ discount. The discount is meant to encourage prompt payment of rent. Late rent may subject the Tenant to eviction proceedings and liability for damages.
- (d) **SECURITY DEPOSIT:** Tenant must pay Landlord \$_____ on _____, 20____, which Landlord holds as a security deposit for Tenant's performance of all the terms of this lease. The security deposit must be deposited at the following financial institution and may be mingled with the security deposits of Landlord's other tenants:

(Name of Financial Institution, Street Address, City, State, and Zip Code)

NOTICE:

You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

- (e) **NONREFUNDABLE CLEANING FEE:** Tenant must pay a nonrefundable cleaning fee of \$_____ at the beginning of the lease term.
- (f) **OCCUPANCY:** Only the persons who sign this lease may reside at the premises. If more than _____ persons occupy the premises, the Landlord may terminate this tenancy or assess additional rent of \$_____ each month for each additional person. **Occupancy must not exceed the number mandated by local ordinance. This premises is licensed for _____ persons.** Tenant may accommodate guests for reasonable periods (up to 2 weeks); other arrangements require Landlord's consent.
- Note:* If the premises is located in the city of East Lansing, the occupancy limit must be displayed on the license and posted in the premises. The city may fine violators \$500 a day for over-occupancy.
- (g) **SLEEPING ROOMS:** Basements, attics, and other rooms must not be used as sleeping rooms if they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety. **The following areas may not be used as sleeping rooms:**

_____, _____, _____, _____.

Note: The city of East Lansing may fine violators \$500 or they may be sentenced up to 90 days in jail..

- (h) **KEYS/LOCKS:** Tenant will receive _____ keys from the Landlord. On or before the termination of this lease, Tenant must return all keys or Tenant will be charged \$_____ for changing the locks. If Tenant loses the keys or gets locked out of the premises, Landlord will provide an extra key to Tenant and may charge Tenant \$_____. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. Tenant must not change or add locks without Landlord's written consent.
- (i) **UNAUTHORIZED USE OF MAILING ADDRESS:** Only a Tenant may use the mailing address of the premises. Allowing someone else to use the mailing address will increase the monthly rent \$_____.
- (j) **CONDITION OF PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY:** Tenant acknowledges receipt of two blank copies of an inventory checklist. **Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession** of the premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided.
- (k) **APPLIANCES AND OTHER FURNISHINGS PROVIDED:** Tenant must not remove or loan any item provided with the premises. Landlord will provide the following checked items:

☐ Stove ☐ _____ ☐ _____

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

MSU LAW © Page 2 of 5 Pages

Sample Residential Lease Agreement (page 3 of 5)

- | | | |
|---|--------------------------------|--------------------------------|
| ☐ Refrigerator | ☐ _____ | ☐ _____ |
| ☐ Dishwasher | ☐ _____ | ☐ _____ |
| ☐ Washer and Dryer | ☐ _____ | ☐ _____ |

- (l) **SMOKE DETECTORS:** Landlord must install smoke-detection devices as required by law. The premises contain _____ smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.
- (m) **ALTERATIONS:** Tenant must not alter the premises without the Landlord's written consent (e.g., painting, wallpapering, installing locks). Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear.
- (n) **REPAIRS AND MAINTENANCE:** Landlord must provide and maintain the premises in a safe, habitable, and fit condition. **Tenant must notify Landlord IMMEDIATELY, BY PHONE at _____ of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.** Tenant must notify Landlord, in writing, of all other problems needing repair. Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlord's control, the Tenant's obligations are not affected, nor does any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g., heating, air conditioning, cracked windows).
- (o) **PIPE-FREEZE PREVENTION:** If Tenant plans to be away from the premises for any length of time, **the heat must be left on during the cold season and the windows closed** to avoid broken pipes and water damage.
- (p) **REPAIRS DUE TO TENANT'S NEGLIGENCE:** Damage to the premises caused by Tenant's negligence, or their guest's or invitee's negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord's control, Tenant's obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.
- (q) **LANDLORD'S RIGHT OF ENTRY:** Landlord, or Landlord's agent, may enter the premises at reasonable times, with _____-hours notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.
- (r) **USE OF THE PREMISES:** Tenant must use the premises for private residential purposes only. Tenant must not do any of the following, or allow someone else to do any of the following:
- ✓ Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance,
 - ✓ Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase,
 - ✓ Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises,
 - ✓ Deface or damage, or allow another to deface or damage, any part of the premises,
 - ✓ Change the locks or install any additional locks or bolts without Landlord's written consent,
 - ✓ Place a waterbed or other heavy article on the premises without Landlord's written consent,
 - ✓ Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes, or
 - ✓ Install any antenna or satellite without Landlord's written consent.
- (s) **ILLEGAL DRUG USE:** Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of this provision, Landlord will file a formal police report. Landlord may recover possession of the premises by summary proceedings when Tenant holds over the premises for 24 hours after service of a written demand for possession for termination of this Lease under this provision.

Sample Residential Lease Agreement (page 4 of 5)

- (t) **PETS:** Dogs, cats, or other pets are not allowed on the premises without Landlord's written consent. If Landlord's written consent is given, Tenant agrees to pay a nonrefundable pet fee of \$_____.
- (u) **PARKING:** Landlord will provide parking for Tenant's automobiles. Tenant must keep the parking area free of all debris. Automobiles must be parked only in assigned areas as follows:
- CAR #1_____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- CAR #2_____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- CAR #3_____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- CAR #4_____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- (v) **MISCELLANEOUS COSTS AND OBLIGATIONS:** Check the appropriate boxes below:
- | | | | |
|---------------------------------|-----------------------------------|---|---|
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | pays for electricity . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | pays for gas or fuel oil . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | pays for water and sewage . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | pays for trash removal . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must dispose of all trash by placing in a designated container . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must mow the lawn . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must water the lawn . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must rake the leaves . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must remove snow and ice from the driveway, parking area, walkway, and steps . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must change the screens and storm doors as weather dictates . |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must _____. |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must _____. |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must _____. |
| ☐ Tenant | ☐ Landlord | ☐ Not Applicable | must _____. |
- (w) **PEACEFUL AND QUIET USE OF PREMISES:** In exchange for Tenant's timely payment of rent and performance of all the terms of this lease, Landlord must provide peaceful and quiet use of the premises throughout the tenancy.
- (x) **SUBLET AND ASSIGNMENT:** Tenant must not sublet the premises or assign any interest in this lease without Landlord's written consent (not to be unreasonably withheld). If Landlord gives written consent, Landlord must also provide Tenant with an appropriate sublease form.
- (y) **RENTER'S INSURANCE:** Tenant is strongly advised to carry renter's insurance on his or her personal property (e.g., clothing, furniture, household items). Landlord is not responsible for damage to Tenant's personal property, unless Landlord's negligence or intentional act or omission causes the damage.
- (z) **LEASE ADDENDUM, RULES, AND REGULATIONS:** If the premises is located in the City of East Lansing, the *East Lansing Lease Addendum* must be attached. Additional pages or rules and regulations, **signed by all parties**, are incorporated as part of this Lease, and Landlord must provide copies to the Tenant.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

MSU LAW © Page 4 of 5 Pages

Sample Residential Lease Agreement (page 5 of 5)

- (aa) **BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION:** If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. If Landlord violates any term of this lease, Tenant may terminate the tenancy.
- (bb) **CONDITION OF THE PREMISES AT THE END OF TENANT'S OCCUPANCY:** At the end of Tenant's occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of Tenant's termination of occupancy, an itemized list of damages claimed for which the security deposit may be used—provided, of course, that the Tenant has given a forwarding address.
- (cc) **END OF LEASE TERM:** When the lease term ends, Tenant must promptly **vacate the premises, remove all personal property, and return all keys**. Tenant must **dispose of all trash** and leave the premises clean.
- (dd) **CHANGES TO THIS LEASE:** This lease, and any additional pages or rules and regulations incorporated, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this Lease **must be in writing, signed by all parties**.
- (ee) **ENFORCEMENT OF LEASE PROVISIONS:** Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.
- (ff) **ADDITIONAL PROVISIONS:** _____

_____.

This RESIDENTIAL-LEASE AGREEMENT is signed on _____, 20____.

**Each person who signs it
acknowledges, by their signature, that
they have read it, understand it, and voluntarily agree to it.
Further, each person is mentally competent and 18 years or older.**

Landlord's Signature(s): _____

Tenant's Signature(s): _____

This document was drafted as a community-service project
by student residents
under the supervision of clinical faculty at the

MSU COLLEGE OF LAW, RENTAL HOUSING CLINIC
541 E. Grand River Avenue, P.O. Box 310
East Lansing, MI 48826
Phone (517) 336-8088, Fax (517) 336-8089

We provide legal services to low-income persons for nominal fees.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

MSU LAW © Page 5 of 5 Pages

RESIDENTIAL SUBLEASE AGREEMENT

!!!NOTICE!!!

Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from an attorney or other qualified person.

This Sublease Agreement is made between

_____, the "Sublessor," and _____, the "Sublessee,"
together referred to as the "Parties."

The Parties agree that the Sublessee will lease from the Sublessor a portion of the Sublessor's interest in the premises located at _____, Michigan on the following terms:

1. **Lease Term.** The lease term is for a period of _____, beginning on _____ and ending on _____.
2. **Rent.** Sublessee will pay a total monthly rent of \$_____. Rent shall be payable on the first day of each month directly to the Sublessor at the following address _____.
3. **Master Lease.** In addition to the terms and conditions of this Sublease Agreement, the Sublessee agrees to be bound by all the terms and conditions of the Master Lease between Sublessor and the Landlord, _____. A copy of the Master Lease is attached and incorporated into this Sublease Agreement by reference. Other representations, not included here or in the Master Lease, are not binding on the Parties.
4. **Security Deposit.** Sublessee will pay \$_____ to Sublessor as a security deposit. At the end of the lease term, only amounts allowed by law may be retained from the security deposit, and the remainder, if any, shall be returned to Sublessee in accordance with Michigan law. The security deposit may not be used as the last month's rent.
5. **Inventory Checklist.** At the time Sublessee takes possession of the premises, the Sublessor will provide him or her with an inventory checklist. Sublessee will complete and return the checklist to the Sublessor within 7 days.
6. **Utility and Telephone Charges.** The Sublessee will pay _____% of all utility charges (water, gas, electric, and cable). Sublessee will pay all telephone charges for calls they, themselves, or their guests, made, and Sublessee will pay _____% of the monthly telephone service charges.
7. **Condition of the Apartment.** Sublessee acknowledges that he or she has examined the premises and will complete and return the inventory checklist. Upon the termination of this Sublease Agreement, Sublessee will restore the premises to their original condition, except for reasonable wear and tear. Sublessee is responsible for the repair of any damage resulting from his or her act or neglect of that of their guests.
8. **Holdover.** Sublessee will promptly vacate the premises at the end of the lease term. Holding over is not allowed.
9. **Subleasing and Assignment.** Sublessee may not sublease or assign their interest in the premises to another without Sublessor's written consent.
10. **Parental Consent and Guarantee.** If the Sublessee is under eighteen (18) years of age, his or her legal guardian or parent, by their signature, guarantees and agrees to perform all the terms and conditions of this Sublease Agreement.
11. **This Agreement is Complete and Binding.** All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease Agreement. This Sublease Agreement becomes enforceable when signed by both Parties. Any modification to this Sublease Agreement must be in writing, signed by both Parties.
12. **Other Terms and Conditions** _____

13. **Landlord's Consent.** This Sublease Agreement is not binding on either Party unless the Landlord gives consent by signing below. The Master Lease requires this approval.
14. **Mediation Agreement.** If a dispute arises out of or relates to this contract, or its breach, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation under the Mediation Rules of the American Arbitration Association before resorting to some other dispute resolution procedure.

The Parties having read, having understood, and having agreed to the above terms, sign their names as follows:

_____ Sublessor	_____ Date	_____ Sublessee	_____ Date	_____ Landlord	_____ Date
--------------------	---------------	--------------------	---------------	-------------------	---------------

This document was drafted as a community-service project by student residents under the supervision of clinical faculty at the
MICHIGAN STATE UNIVERSITY-DETROIT COLLEGE OF LAW, RENTAL HOUSING CLINIC
541 E. Grand River Avenue, P.O. Box 310, East Lansing, MI 48826, Phone (517) 336-8088, Fax (517) 336-8089

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Sample Roommate Agreement (page 1 of 2)

Attach copy of lease or rental agreement and landlord's house rules.

Roommate Agreement

(Each roommate should receive a copy of this agreement)

We have signed a lease/rental agreement for _____ (address) on _____ (date). We hope to make certain that responsibilities of renting will be shared equally by all roommates. It is for this reason that we are signing this agreement.

ROOMMATES

The roommates of the above address are:

_____	_____
_____	_____
_____	_____

TERMS

This agreement shall remain in effect from _____ to _____.
Under a month-to-month tenancy, each roommate must give the other roommate(s) and landlord thirty days ☐ written and/or ☐ oral notice in advance, if the roommate will be moving out before date shown above. The roommate may leave if a substitute roommate is found and is acceptable to the remaining roommate(s) and the landlord. Each roommate will be primarily responsible for finding his/her own replacement tenant.

Under a lease agreement, the departing roommate will be responsible for upholding the lease agreement until, and possibly after, a replacement or sublessee is found.

The landlord should be notified of any pending roommate switch, so that proper arrangements can be made. The departing roommate will be responsible for his/her original portion of the rent, unless other arrangements are made in a written agreement with the roommate(s) and landlord.

DEPOSIT

The roommate(s) have paid a security deposit of _____. List amount each roommate has paid:

Each roommate is responsible for charges associated with the damages he/she or his/her guest(s) cause. If the cause cannot be determined, then the roommates will split the cost of damages equally.

RENT

Each roommate shall pay the following amount of rent: _____.

Amounts may not be equal. The rent shall be paid on the _____ day of each month. Rent will be paid in the following manner (list all rental rates) _____.

PETS

If pets are permitted under the lease, each pet owner shall be responsible for all damages caused by his/her pet. This includes damage to furniture, carpeting, blinds, doors, lawn, and garden.

HOUSEHOLD SUPPLIES

A single ledger will be kept of all supplies purchased by each roommate. The supplies include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates.

KITCHEN USE AND CLEAN-UP

☐ Food expenses shall be shared by all roommates. Preparation of meals shall be determined by an attached schedule which can be flexible.

OR

☐ Food is to be bought by each roommate. There is to be no borrowing of food without prior approval. A separate space will be provided for each person's groceries. Shared meal preparation and clean-up is optional.

Sample Roommate Agreement (page 2 of 2)

PERSONAL PROPERTY

All roommates agree to refrain from borrowing roommates' personal items without prior approval. Exceptions to this should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their items. Property that is borrowed will be used respectfully and returned in the same condition. If damage is done to personal property, the roommate responsible for damage will be held liable.

CLEANING AND YARDWORK

All roommates agree to share the responsibilities of cleaning and maintenance of the premises. This includes dusting, vacuuming, emptying trash, mopping/waxing floors, cleaning bathrooms, and yardwork.

☐ The roommates have decided to develop a schedule which is attached. It states when each roommate will complete the cleaning and maintenance jobs.

OR

☐ The roommates will work together at a designated time to complete the above jobs.

MEDIATION

Roommates agree to discuss unresolved roommate problems with an advisor at the University Housing Information Office. Any roommate may initiate this process, which includes consultation and mediation.

All roommates agree to make a good faith effort to discuss /obtain a resolution prior to taking any action.

ADDITIONAL TERMS OF AGREEMENTS

In addition to the items mentioned above, the following items have been known to cause conflict between roommates. If you foresee any of these as a problem, write out any needed additional agreements and attach. Space is provided at right for adding other issues needing specific agreements.

____ Smoking/alcohol/drugs	____ Parking	____ Overnight guests	_____
____ Cleanup after parties/guests	____ Use of sound system	____ Behavior of guests	_____
____ Food/groceries/household supplies	____ Phone messages	____ Keys	_____
____ Quiet hours for studying and sleeping	____ Compliance with landlord's rules	____ Shared areas (bathroom)	_____

Each roommate agrees to do his/her own dishes as needed. A schedule of kitchen cleanup may be attached. It will include cleaning the refrigerator and oven, mopping the floors, and emptying the trash.

UTILITIES

The following services have been arranged and paid for as follows:

Item	Account in Name of	Amount of Deposit	Deposit Paid By	How Bill Shared	Name Roommate Responsible for Payment
Gas					
Water					
Electricity					
Newspaper					
Garbage					
Cable TV					
Phone					

*Charges for unclaimed telephone calls shall be allocated equally among the roommates.

☐ Each roommate has been assigned the responsibility for payment of a specific bill. This includes determining the amount owed by each roommate, collecting that amount, and seeing that payment is made before the due date.

OR

☐ The attached schedule has been developed to assign each roommate the month in which he/she will be responsible for the collecting and payment of all bills.

SIGNATURES OF ROOMMATES

_____	_____
_____	_____
_____	_____

Sample Lead-Based Paint Disclosure Form

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The landlord of any interest in residential real property is required to provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the landlord's possession and notify the tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before taking occupancy.

Landlord's Disclosure (Landlord must initial here: _____)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the tenant (check (i) or (ii) below):

(i) _____ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment.....Protect Your Family from Lead in Your Home.

(e) Tenant has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Agent must initial here: _____)

(f) _____ Agent has informed the landlord of the landlord's obligations under federal law and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Landlord	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Agent	_____ Date	_____ Tenant	_____ Date

INVENTORY CHECKLIST*

COMMENCEMENT AND TERMINATION INVENTORY CHECKLIST FORM

“YOU MUST COMPLETE THIS CHECKLIST NOTING THE CONDITION OF THE RENTAL PROPERTY AND RETURN IT TO THE LANDLORD WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS.”

	BEGINNING CONDITION	ENDING CONDITION
LIVING ROOM		
DOOR (INCLUDING LOCKS):		
WINDOWS:		
CARPET OR FLOOR:		
WALLS:		
CEILING:		
LIGHTS & SWITCHES:		
OTHER:		
DINING ROOM		
WINDOWS:		
CARPET OR FLOOR:		
WALLS:		
CEILING:		
LIGHTS & SWITCHES:		
OTHER:		
HALLWAY		
FLOOR:		
WALLS:		
CEILING:		
OTHER:		
KITCHEN		
WINDOWS:		
FLOOR:		
WALLS:		
CEILING:		
LIGHTS & SWITCHES:		
STOVE:		
REFRIGERATOR:		
SINK:		
CABINETS & COUNTER:		
OTHER:		

* Remember! Be specific. Describe any conditions in detailed terms rather than saying “fine” or “acceptable.”

BEGINNING CONDITION

ENDING CONDITION

BEDROOM

DOOR:		
WINDOWS:		
CARPET OR FLOOR:		
WALLS:		
CEILING:		
LIGHTS & SWITCHES:		
CLOSET:		
OTHER:		

BATHROOM

DOOR:		
WINDOW:		
FLOOR:		
WALLS:		
CEILING:		
SINK:		
TUB AND/OR SHOWER:		
TOILET:		
CABINET, SHELVES, CLOSET:		
TOWEL BARS:		
LIGHTS & SWITCHES:		
OTHER:		

BASEMENT

--	--

GARAGE

--	--

FURNITURE INVENTORY

Use this if rental unit is furnished;
check **condition** of items and **number** present.

KITCHEN CHAIRS:		
TABLES:		
END TABLES:		
LOUNGE CHAIRS:		
SOFAS:		
LAMPS:		
DESKS:		
DESK CHAIRS:		
BOOKCASES:		
MATTRESSES:		
DRESSERS:		

SIGNATURE OF TENANT(S)		
------------------------	--	--

ADDRESS OF UNIT		
-----------------	--	--

SIGNATURE OF LANDLORD		
-----------------------	--	--

LANDLORD'S ADDRESS		
--------------------	--	--

PHONE NUMBER (LANDLORD)		
-------------------------	--	--

DATE		
------	--	--

The following are sample letters which may be used in dealing with various landlord-tenant problems. It should be noted that most problems are handled amicably and effectively in conversations or correspondence between landlords and tenants. When this is not the case, and no agreement can be reached, it is best that subsequent communications between the two parties be in writing, with copies being kept as the record. The sample letters which follow serve as a guide; these specific samples cannot, and do not, cover every type of landlord-tenant problem which may arise.

Samples of Tenant's Letters to Landlord

Tenant's Request for Repair(s)

TO: _____

FROM: _____

Please make, within a reasonable time, the following NECESSARY REPAIRS to the rental property I am occupying. I have tried my best to explain precisely what is wrong.

1. _____

2. _____

3. _____

4. _____

Please notify me when the repairperson will be at the rental property to make the necessary repairs so that I can be there. My home phone number is _____ and my work phone number is _____.
For now, it is easiest to reach me: _____.
(time of day)

Thank you for your prompt attention to this matter.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Repair and Deduct

TO: _____

FROM: _____

I requested that repairs be made to my rental property in a letter dated _____. It has been ____ days since I wrote the letter, and the needed repairs have not yet been made.

I have contacted three service providers to make the repairs. Enclosed are copies of three estimates for the repairs listed in my previous letter. If I do not hear from you within ____ day(s), I will be hiring the lowest bidder to perform the repairs.

☐ I will pay the company myself from rent previously withheld and escrowed.

OR

☐ I will pay the company myself and deduct the amount from my next rent payment.

Copies of the receipts for the repairs, once they are made, will be forwarded to you.

Please take note of the relevant Michigan case law:

Where the landlord has covenanted to make repairs and fails to do so, the tenant, after giving reasonable notice to the landlord, may make the repairs and recover the cost of such repairs from the landlord or he [or she] may deduct the cost from the rent. . . . Unless the landlord's duty to repair is expressly made conditional upon receipt of notice from the tenant, such duty may arise from the landlord's actual knowledge of the need for repair. . . . The landlord's duty to maintain in good repair . . . extends to reimbursing the tenant for monies expended . . . *Anchor Inn v Knopman*, 71 Mich App 64, 67 (1976).

Sincerely,

Tenant

Date

Notice of Tenant's Implementation to Repair and Deduct

TO: _____

FROM: _____

As stated in my previous letter, dated _____, I have taken action to perform necessary repairs that you have failed to correct. I had the repairs made and paid for them myself, as I said I would do.

You are required by Michigan law to keep the premises and all common areas fit for the use intended, and to keep the premises in reasonable repair during the term of the lease, and to comply with the applicable health and safety laws of the state and local governments.

I spoke to you about the problems and the need for repair. I wrote you letter(s) dated _____ about the need for corrective action. You failed to act within a reasonable amount of time. Therefore, I found it necessary to take action myself.

Enclosed are the receipts for all expenditures I have made:

☐ I paid for the repair from previously withheld and escrowed rent.

OR

☐ I will deduct the amount from my next rent payment.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Withhold Rent Due to Needed Repair

TO: _____

FROM: _____

I previously informed you, in a letter dated _____, of several problems and the need for repairs at the rental property I am occupying. Since you have not taken any steps to correct the problems, it is necessary for me to take further action.

I have opened an escrow account at the following financial institution:

Name: _____
Address: _____
City, State, and Zip Code: _____

I have deposited \$_____ from my rent into the escrow account. This shows that I was ready, willing, and able to pay the rent on time—but for certain problems that you, the landlord, are legally responsible for fixing. Once the problems are taken care of, the escrowed rent amount will be released.

If you wish to discuss this matter further, contact me at _____.

Sincerely,

Tenant

Date

Termination of Occupancy Before End of Lease

TO: _____

FROM: _____

It has been _____ months since we first brought to your attention the need for several repairs on our apartment. Since you have not responded to our letters or phone calls, and have not begun to work to repair the problems at our apartment, we feel that you have broken our lease. You have also violated the "statutory covenant to repair" provided for by Michigan law. Since you have broken our contract, and show no sign of accepting your legal responsibility to maintain the premises, we intend to terminate the occupancy of our apartment on or before _____.

We understand your responsibility to inspect the apartment and inform us of any damages—and return the undisputed portion of our security deposit to us—within 30 days of the end of our occupancy of the apartment. We also understand that if you do not submit the above information to us within that time period—or go to court to retain our deposit (should we dispute your claim) within 45 days of the end of our occupancy—we may legally file suit for twice the amount of our security deposit. Since YOU are responsible for breaking the lease, we will not accept a list of damages which includes charges for rent lost for the remainder of our lease.

If you wish to discuss this matter further, contact us at _____.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Vacate and Forwarding Address

TO: _____

FROM: _____

In accordance with the terms of my lease requiring a ____-day written notice, you are hereby advised of my intent to vacate the rental property located at _____ on or before _____.

I will turn in my keys to you on _____.

Please send my security deposit to me at my FORWARDING ADDRESS:

If you have any questions, please contact me at _____.

Sincerely,

Tenant

Date

Tenant Defense Against Eviction Attempt

TO: _____

FROM: _____

I received your letter demanding that I be out of my apartment within 7 days. Discussion of this with my lawyer reveals that you cannot carry out an eviction without due process of law, which means taking me to court.

My defense against eviction will be that I have been withholding rent due to your nonperformance of repairs. I would like to point out to you that I have copies of several letters sent to inform you of the need for repairs, and of the steps I took to obtain repairs. I also have return receipts which prove that you received these letters. In addition, I have proof that I have been maintaining an escrow account into which the full amount of rent money due, or a portion of it, was deposited each month. Also, I have receipts for all repair work and all bills which were paid out of my escrow account.

During my tenancy, you have neglected to fulfill your statutory covenant to repair. I do not feel that you have adequate cause to demand my eviction.

Please contact my lawyer if you wish to discuss this matter. His or her name is _____.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Tenant's Response to Damages Assessed Against Security Deposit

TO: _____

FROM: _____

In reponse to the list of damages you sent dated _____, which I didn't receive until this date, _____, I am writing to dispute the following charges against my security deposit.

As required by Michigan law, I am responding to you by ordinary mail, within 7 days of when I received the list, indicating in detail my disagreement relative to the charges listed.

[illegible]

A total of all disputed charges amounts to \$_____. Please refund this amount of my security deposit promptly: \$_____.

Please note that under Michigan law, the security deposit is considered the lawful property of the tenant until the landlord establishes a right to the deposit or portions thereof. Within 45 days after termination of occupancy and not thereafter the landlord may commence an action in a court of competent jurisdiction for a money judgment for damages which he [or she] has claimed or in lieu thereof return the balance of the security deposit held by him [or her] to the tenant or any amount mutually agreed upon in writing by the parties.

If you wish to discuss this matter with me, please contact me at _____.

Sincerely,

Tenant

Date

Sample of Landlord's Letters to Tenant

(Commencement of Tenancy) Security Deposit Notice to Tenant

TO: _____

FROM: _____

YOU ARE HEREBY NOTIFIED THAT:

The security deposit required of you will be deposited in the following regulated financial institution:

SURETY BOND _____
(If the landlord has deposited a surety bond to secure deposits, complete the following):

The surety on the bond deposited with the Secretary of State is:

Show name and address of surety company, NOT the insurance agent who signs bond for surety company.

"YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE."

Sincerely,

Landlord

Date

Landlord's Response to Tenant's Request for Repair(s)

TO: _____

FROM: _____

In response to your letter dated _____ requesting repair of the rental property you are occupying, please be advised that I have contacted a service representative, _____, who should be calling you within the next few days to set up an appointment to accomplish the following repairs:

1. _____

2. _____

3. _____

If you do not hear from the service representative within one week, will you please let me know so that I can make other arrangements?

If you have any questions, please contact me at _____.

Sincerely,

Landlord

Date

Samples of Landlord's Letters to Tenant

Insufficient Notice Letter

TO: _____

FROM: _____

We acknowledge with regret your letter of _____ advising us of your intention to vacate the rental premises on or before _____.

Your lease agreement requires a 30-day written notice.

Under the circumstances, we will hold you responsible for the payment of rent through _____, or until such time in the interim as the apartment is re-occupied by another acceptable tenant.

Sincerely,

Landlord

Date

(Termination of Tenancy) Landlord's Notice to Tenant of Damages Assessed Against Security Deposit

TO: _____

FROM: _____

**YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME,
OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES.**

On this date, _____, your occupancy of the rental property located at _____ terminated. As required under Michigan law, this notice is provided to you to advise you of charges against your security deposit:

Description of Damage or Other Obligation Charged Against Security Deposit	Estimated Cost of Repair(s)	Amount Charged Against Security Deposit	Reason for Charge Against Security Deposit

Under Michigan law, a security deposit may be used only for the following purposes: (1) actual damages to the rental unit that are a direct result of conduct not reasonably expected in the normal course of habitation of a dwelling; (2) all rent in arrearage under the lease agreement and rent due for premature termination of the lease agreement; and (3) unpaid utility bills. None of these charges were claimed on a previous termination inventory checklist. After totaling all charges lawfully assessed against your security deposit, a deduction of \$_____, a balance remains in the amount of \$_____. A check or money order for the remaining balance is enclosed.

Sincerely,

Landlord

Date

Approved Court Forms

The forms on pages 51-64 are prepared and approved by the Michigan State Court Administrator's Office. They are also available (fees may apply) from local district courts and various landlord or tenant associations. For additional forms and information visit the Michigan State Court Administrative Office on the web at <http://courts.michigan.gov/scao/courtforms/landlord-tenantlandcontract/itindex.htm>.

AFFIDAVIT AND CLAIM, Small Claims

Form DC 84 51-52

NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY, Landlord-Tenant

Form DC 100c 53-54

COMPLAINT TO RECOVER POSSESSION OF PROPERTY

Form DC 102c 55

DEMAND FOR POSSESSION, NONPAYMENT OF RENT, Landlord-Tenant

Form DC 100a 56-57

COMPLAINT, NONPAYMENT OF RENT, Landlord-Tenant

Form DC 102a 58

SUMMONS, LANDLORD-TENANT / LAND CONTRACT

Form DC 104 59-61

JUDGMENT, LANDLORD-TENANT

Form DC 105 62

APPLICATION AND ORDER OF EVICTION, Landlord-Tenant / Land Contract

Form DC 107 63-64

Approved, SCAO

**STATE OF MICHIGAN
JUDICIAL DISTRICT**

**AFFIDAVIT AND CLAIM
Small Claims**

CASE NO.

Court address

Court telephone no.

See instructions on the back of plaintiff and defendant copies.

1. Plaintiff _____
 Address _____
 City, state, zip _____ Telephone no. _____

2. Defendant _____
 Address _____
 City, state, zip _____ Telephone no. _____

NOTICE OF HEARING	
For Court Use Only	
The plaintiff and the defendant must be in court on	
Day _____	Date _____
at _____	at ☐ the court address above.
Time _____	
☐ Location _____	
Process server's name _____	Fee paid: \$ _____

☐ 3. A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The case number, if known, is _____.
 The action ☐ remains ☐ is no longer pending.

4. I have knowledge or belief about all the facts stated in this affidavit and I am
☐ the plaintiff or his/her guardian, conservator, or next friend. ☐ a partner. ☐ a full-time employee of the plaintiff.

5. The plaintiff is ☐ an individual. ☐ a partnership. ☐ a corporation. ☐ a sole proprietor. ☐ Other _____

6. The defendant is ☐ an individual. ☐ a partnership. ☐ a corporation. ☐ a sole proprietor. ☐ Other _____

7. The date(s) the claim arose are _____
 Attach separate sheets if necessary

8. Amount of money claimed is \$ _____. (NOTE: Plaintiff's costs are determined by the court and awarded as appropriate. They are not part of the amount claimed.)

9. The reasons for the claim are _____

10. The plaintiff understands and accepts that the claim is limited to \$5,000 by law and that the plaintiff gives up the rights to (a) recover more than this limit, (b) an attorney, (c) a jury trial, and (d) appeal the judge's decision.

11. I believe the defendant ☐ is ☐ is not mentally competent. I believe the defendant ☐ is ☐ is not 18 years or older.

12. ☐ I do not know whether the defendant is in the military service. ☐ The defendant is not in the military service.
☐ The defendant is in the military service.

Signature

Subscribed and sworn to before me on _____, _____ County, Michigan.

My commission expires: _____ Date _____ Signature: _____
 Deputy clerk/Notary public

Notary public, State of Michigan, County of _____

The defendant(s) must be served by _____
 Expiration date

PROOF OF SERVICE**AFFIDAVIT AND CLAIM
Small Claims**

Case No. _____

TO PROCESS SERVER: You are to serve this affidavit and claim no later than 7 days before the hearing date. You must make and file your return with the court clerk. If you are unable to complete service, you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE****OR**☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, or appointed court officer (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

☐ I served personally a copy of the affidavit and claim,

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the affidavit and claim,

☐ together with _____, on the defendant(s):
Attachment _____

Defendant name	Complete address of service	Day, date, time
Defendant name	Complete address of service	Day, date, time
Defendant name	Complete address of service	Day, date, time

☐ I have personally attempted to serve the affidavit and claim, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant name	Complete address of service	Day, date, time
Defendant name	Complete address of service	Day, date, time
Defendant name	Complete address of service	Day, date, time

I declare that that statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Signature: _____
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the affidavit and claim, together with _____
Attachment

_____ on _____
Day, date, time

Signature _____ on behalf of _____

MCR 2.105

STATE OF MICHIGAN	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	
--------------------------	---	--

TO:

1. Your landlord/landlady, _____, is seeking to recover possession of property pursuant to
Name (type or print)

☐ MCL 554.134(1) or (3) (see other side) ☐ other: _____ and wants to evict you from:

Address or description of premises rented (if different from mailing address):

2. You must move by _____ or your landlord/landlady may take you to court to evict you.
Date (*see note)

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date

Signature of owner of premises or agent

Address

City, state, zip

Telephone no.

*NOTE: Except for a 7-day notice given under the authority of MCL 600.5714(1)(e) or a 90-day notice given under the authority of Public Law No. 111-22, § 702; 123 Stat 1660 after foreclosure of the premises, if the lease agreement does not state otherwise, the landlord/landlady must give notice equal in time to at least one rental period.

CERTIFICATE OF SERVICE

I certify that on _____ I served this notice on _____
Date Name

by ☐ delivering it personally to the person in possession.
☐ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
☐ first-class mail addressed to the person in possession.

Signature

Court copy (to be copied, if necessary, to attach to the complaint)

DC 100c (9/12) NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY, Landlord-Tenant MCL 600.5714(1)(c)(iii), (e), PL 111-22 § 702, 123 Stat 1660

STATE OF MICHIGAN

**NOTICE TO QUIT
TO RECOVER POSSESSION OF PROPERTY
Landlord-Tenant**

TO:

1. Your landlord/landlady, _____, is seeking to recover possession of property pursuant to
Name (type or print)

☐ MCL 554.134(1) or (3) (see other side) ☐ other: _____ and wants to evict you from:

Address or description of premises rented (if different from mailing address):

2. You must move by _____ or your landlord/landlady may take you to court to evict you.
Date (*see note)

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date

Signature of owner of premises or agent

Address

City, state, zip

Telephone no.

*NOTE: Except for a 7-day notice given under the authority of MCL 600.5714(1)(e) or a 90-day notice given under the authority of Public Law No. 111-22, § 702; 123 Stat 1660 after foreclosure of the premises, if the lease agreement does not state otherwise, the landlord/landlady must give notice equal in time to at least one rental period.

HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at www.michbar.org.
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at www.michiganlegalaid.org. If you do not have Internet access at home, you can access the Internet at your local library.

Tenant's copy

STATE OF MICHIGAN JUDICIAL DISTRICT	COMPLAINT TO RECOVER POSSESSION OF PROPERTY	CASE NO.
Court address		Court telephone no.

Plaintiff name(s), address(es), and telephone no(s).	v	Defendant name(s) and address(es)
Plaintiff's attorney, bar no., address, and telephone no.		

The plaintiff states:

1. ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are _____.
The action ☐ remains ☐ is no longer pending.
2. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the notice to quit or demand for possession, if any, showing when and how it was served.
3. The person entitled to possession of the property described
☐ in the attached notice/demand ☐ as follows: _____
is _____.
Name (type or print)
4. The defendant is in possession of the following portion of the property: _____
5. The plaintiff has a right to possession of the property because:

☐ a. lease expired on _____.	☐ b. tenancy was terminated by notice to quit.
☐ c. lease terminated per provision in lease (para. no. ____).	☐ d. defendant is a trespasser. Explain in space beneath item f.
☐ e. forcible entry was made or possession was held by force after a peaceful entry.	
☐ f. other: _____	

Describe in detail how the trespass occurred or how the premises are being illegally held. State that no lawful tenancy existed between the parties in the time that has passed since the trespasser took possession. Use a separate sheet of paper if needed.
- ☐ 6. The tenancy involves regulated housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____.
- ☐ 7. The plaintiff declares that this residential property was kept fit for the use intended and has been kept in reasonable repair during the term of the lease.
- ☐ 8. The defendant remains in possession of the property.
9. **The plaintiff requests** a judgment of possession and costs.
- ☐ 10. **The plaintiff demands** a jury trial.

SUPPLEMENTAL COMPLAINT

- ☐ 11. Complaint is made and judgment is sought for money damages against the defendant as follows: Use a separate sheet of paper if needed.

Date _____

Plaintiff/Attorney signature _____

STATE OF MICHIGAN	DEMAND FOR POSSESSION NONPAYMENT OF RENT Landlord-Tenant	
--------------------------	---	--

TO: _____

**Notice to mobile home owners who rent
land in a mobile home park:**

If you have been late on payments on three or more occasions during any 12-month period and the park owner has given you a written demand for possession for nonpayment of rent on each occasion, the park owner may have just cause to evict you.

1. Your landlord/landlady, _____, says that you owe \$ _____ rent:
Name (type or print)

Address or description of premises rented (if different from mailing address):

2. If you owe this rent, you must do one of the following within 7 days from the date this notice was served.
a. Pay the rent owed. **or** b. Move out or vacate the premises.
If you do not do one of the above, your landlord/landlady may take you to court to evict you. If you move out or vacate, you may still owe rent.
3. If your landlord-landlady takes you to court to evict you and if you have paid the rent, or if you believe there is a good reason why you do not owe the rent, you will have the opportunity to present the reasons why you believe you should not be evicted.
4. If you believe there is a good reason why you do not owe the rent claimed by your landlord/landlady, you can have a lawyer advise you. Call him or her soon.

Date

Signature of owner of premises or agent

Address

City, state, zip

Telephone no.

CERTIFICATE OF SERVICE

I certify that on _____ I served this notice on _____
Date Name

- by ☐ delivering it personally to the person in possession.
☐ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
☐ first-class mail addressed to the person in possession.

Signature

Court copy (to be copied, if necessary, to attach to the complaint)

DC 100a (1/12) **DEMAND FOR POSSESSION, NONPAYMENT OF RENT, Landlord-Tenant**

MCL 600.5714(1)(a), MCL 600.5716,
MCL 600.5718, MCL 600.5775(2)(f)

STATE OF MICHIGAN	DEMAND FOR POSSESSION NONPAYMENT OF RENT Landlord-Tenant	
--------------------------	---	--

TO: **Notice to mobile home owners who rent
land in a mobile home park:**

If you have been late on payments on three or more occasions during any 12-month period and the park owner has given you a written demand for possession for nonpayment of rent on each occasion, the park owner may have just cause to evict you.

1. Your landlord/landlady, _____, says that you owe \$ _____ rent:
Name (type or print)

Address or description of premises rented (if different from mailing address):

2. If you owe this rent, you must do one of the following within 7 days from the date this notice was served.
a. Pay the rent owed. **or** b. Move out or vacate the premises.
If you do not do one of the above, your landlord/landlady may take you to court to evict you. If you move out or vacate, you may still owe rent.
3. If your landlord-landlady takes you to court to evict you and if you have paid the rent, or if you believe there is a good reason why you do not owe the rent, you will have the opportunity to present the reasons why you believe you should not be evicted.
4. If you believe there is a good reason why you do not owe the rent claimed by your landlord/landlady, you can have a lawyer advise you. Call him or her soon.

Date

Signature of owner of premises or agent

Address

City, state, zip Telephone no.

HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at www.michbar.org.
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at www.michiganlegalaid.org. If you do not have Internet access at home, you can access the Internet at your local library.

Tenant's copy

STATE OF MICHIGAN JUDICIAL DISTRICT	COMPLAINT NONPAYMENT OF RENT Landlord - Tenant	CASE NO.
Court address		Court telephone no.

Plaintiff name(s), address(es), and telephone no(s).
Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant name(s) and address(es)

The plaintiff states:

1. ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are _____.
The action ☐ remains ☐ is no longer pending.
2. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the demand for possession showing when and how it was served.
3. The person entitled to possession of the property described in the attached demand for possession is _____.
Name (type or print) _____
4. The defendant is in possession of the following portion of the property: _____

5. The plaintiff has a right to possession of the property for nonpayment of rent:
 - a. Rental rate: \$ _____ per _____
 - b. Payable on: _____
 - c. Rent is paid through _____
 - d. Total rent due now is \$ _____
 - e. Other money is due: \$ _____ for _____ and due by _____
- ☐ 6. The tenancy involves regulated housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____
- ☐ 7. (Must be checked unless modified by lease.) The plaintiff declares that this residential property was kept fit for the use intended and has been kept in reasonable repair during the term of the lease.
8. The defendant has not complied with the demands made.
9. **The plaintiff requests** a judgment of possession and costs.
- ☐ 10. **The plaintiff demands** a jury trial.

SUPPLEMENTAL COMPLAINT

- ☐ 11. Complaint is made and judgment is sought for money damages against the defendant as follows:
 - ☐ Rent owing as set out in paragraph 5 above, plus additional rent at the rate of \$ _____ per _____ until judgment, plus costs.
 - ☐ Damages claimed:

Date _____

Plaintiff/Attorney signature _____

**STATE OF MICHIGAN
JUDICIAL DISTRICT****SUMMONS
Landlord-Tenant / Land Contract****CASE NO.**

Court address

Court telephone no.

Plaintiff's name, address, and telephone no.

Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant's name, address, and telephone no.

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

☐ Rental unit eviction☐ Land contract forfeiture**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. The plaintiff has filed a complaint against you and wants

- ☐ to recover possession, after land contract forfeiture, of
☐ a money judgment for
☐ to evict you from

Address or description of premises

2. You are summoned to be in the district court on _____ at _____
 Day and date Time

☐ at the address above, ☐ _____, courtroom _____.
 Location

3. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.

4. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and other necessary papers with you.

5. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

Date issued

Court clerk

***The certificate of mailing applies to landlord-tenant cases only.**

This document must be sealed by the seal of the court.

CERTIFICATE OF MAILING BY COURT*

I certify that on this date I served a copy of this summons and the complaint and required attachments on the defendants by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).

Date

Court clerk/officer

CERTIFICATE OF MAILING BY PLAINTIFF*

I certify that on this date I served a copy of this summons and the complaint and required attachments on the defendants by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3). I have attached a receipt of mailing from the post office.

Date

Plaintiff signature

**STATE OF MICHIGAN
JUDICIAL DISTRICT****SUMMONS
Landlord-Tenant / Land Contract****CASE NO.**

Court address

Court telephone no.

Plaintiff's name, address, and telephone no.

Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant's name, address, and telephone no.

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

☐ Rental unit eviction☐ Land contract forfeiture**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

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Address or description of premises

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Day and date Time

☐ at the address above, ☐ _____, courtroom _____.
Location

3. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.
4. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and other necessary papers with you.
5. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

Date issued

Court clerk

This document must be sealed by the seal of the court.

HOW TO GET LEGAL HELP

1. You have the right to an attorney to assist you in answering the complaint filed in this case and in preparing defenses.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at www.michbar.org.
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at www.michiganlegalaid.org. If you do not have Internet access at home, you can access the Internet at your local library.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Tenant's copy

PROOF OF SERVICE

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

Approved, SCAO

Original - Court
1st copy - Defendant
2nd copy - Defendant
3rd copy - Plaintiff

STATE OF MICHIGAN
JUDICIAL DISTRICT

JUDGMENT
LANDLORD-TENANT

CASE NO.

Court address

Court telephone no.

Plaintiff

v

Defendant

Plaintiff/Attorney

☐ Personal service

Defendant/Attorney

☐ Personal service

THE COURT FINDS:

by ☐ hearing ☐ default* ☐ consent**

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

POSSESSION JUDGMENT

- ☐ 1. The plaintiff has a right to recover possession of the property.
- ☐ 2. There is now due to plaintiff for nonpayment of rent:
- a. Rent to retain possession \$ _____
- b. Costs \$ _____
- c. Total \$ _____
- ☐ 3. The defendant has a right to retain possession.

TO THE DEFENDANT:

- ☐ 4. ☐ a. The plaintiff can apply for an order evicting the defendant if the defendant does not pay the plaintiff or the court the amount due in item 2c above or does not move out on or before _____ .
Date _____
- ☐ b. The plaintiff can apply for an order evicting the defendant if the defendant does not move out on or before _____ .
Date _____
- ☐ c. An immediate order of eviction shall be entered pursuant to MCL 600.5744(2).
- ☐ 5. The defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property.
- ☐ 6. Acceptance of partial payment of the total amount due in item 2c above ☐ will ☐ will not prevent the court from issuing an order evicting the defendant.
- ☐ 7. No money judgment is entered at this time.

MONEY JUDGMENT

- ☐ 8. A possession judgment was previously entered.
- ☐ 9. A money judgment, which will earn interest at statutory rates, is entered as follows:
- | | | |
|---------|----|-------|
| Damages | \$ | _____ |
| Costs | \$ | _____ |
| Total | \$ | _____ |

10. **FURTHER ORDERS:** _____

Date _____

Judge _____

Bar no. _____

YOU ARE ADVISED that you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond, which must comply with all court rules and must be filed in court by _____ . You may want legal help.

Date _____

☐ MCR 4.201(l) was explained to the parties.

CERTIFICATE OF MAILING: I certify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).

Date _____

Deputy clerk

****Approved:**

Date _____

Plaintiff/Attorney

Date _____

Defendant/Attorney

Approved, SCAO

Original - Officer return
1st copy - Court
2nd copy - Defendant
3rd copy - Plaintiff

**STATE OF MICHIGAN
JUDICIAL DISTRICT**

**APPLICATION AND ORDER OF EVICTION
Landlord-Tenant / Land Contract**

CASE NO.

Court address

Court telephone no.

Plaintiff name, address, and telephone no.

Defendant name(s) and address(es)

v

Plaintiff's attorney, bar no., address, and telephone no.

NOTE: An application may be required even though a request for an order of eviction is granted in the judgment.

APPLICATION

1. On _____ judgment was entered against the defendant(s) and the plaintiff was awarded
Date

possession of the following described property: _____

2. No payment has been made on the judgment or no rent has been received since the date of judgment, except the sum of

\$ _____ received under the following conditions: _____

3. The plaintiff has complied with the terms of the judgment.

4. The time stated in the judgment before an order of eviction can be issued has elapsed.

I declare that the statements above are true to the best of my information, knowledge, and belief.

Date

Plaintiff/Attorney signature

ORDER OF EVICTION

IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:

To the Court Officer: You are ordered to restore the plaintiff to, and put the plaintiff in, full possession of the premises.

Date issued

SEAL

Judge

Bar no.

NOTE: In tenancy cases, this order must be served within 56 days of the issuance date.

DC 107 (1/12) APPLICATION AND ORDER OF EVICTION, Landlord-Tenant / Land Contract

MCL 600.5744, MCR 4.201(L),
MCR 4.202(K)

RETURN

I certify and return that on _____ I executed the order of eviction on the reverse side of this form
Date

by evicting _____
Name(s)

from the property, and I have restored the plaintiff to peaceful possession as ordered.

Date

(Deputy) sheriff/Court officer/Bailiff

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

*The information in this publication is available,
upon request, in an alternative, accessible format.*



For more information regarding the Michigan Legislature,
scan this QR code with your smartphone.